

PORTSMOUTH  
DUF6 PLANT CONTRACT

BETWEEN

UDS

Uranium  
Disposition  
Services, LLC

AND

USW

LOCAL  
5-689



JUNE 27, 2005 - MAY 1, 2014

**CONTRACT**

**between**

**URANIUM DISPOSITION SERVICES  
PORTSMOUTH DUF6 PLANT**

**and**

**UNITED STEEL, PAPER AND FORESTRY, RUBBER,  
MANUFACTURING, ENERGY, ALLIED  
INDUSTRIAL AND SERVICE WORKERS  
INTERNATIONAL UNION  
AND ITS  
AFFILIATED LOCAL NO. 5-689**

**Effective Date: June 27, 2005  
Expires: Midnight May 1, 2014**

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## CONTRACT

This Contract is made and entered into by and between Uranium Disposition Services, LLC (UDS) Portsmouth DUF6 Plant, hereinafter referred to as the “Company”; and United Steel, Paper and Forestry, Rubber, Manufacturing, Energy, Allied-Industrial and Service Workers Intl. Union AFL-CIO, and its affiliated Local Union No. 5-689, hereinafter referred to as the “Union” or “USW.”

This contract became effective June 27, 2005, following ratification by the members of USW Local 5-689, who were employees of UDS on such date.

The Company and the Union desire to establish satisfactory wages, hours, working conditions, and conditions of employment for the employees of the Company covered by the terms of the Contract, and further, to encourage cooperation and understanding between the Company and the Union to the end that a mutually satisfactory, continuous, and harmonious relationship may exist between the parties to this Contract.

## ARTICLE I SCOPE

This Contract shall constitute the complete agreement between the parties hereto with reference to wages, hours, working conditions, and conditions of employment. Ratification of this agreement will be exclusively by UDS USW represented employees. Any additions, waivers, deletions, changes, amendments, memorandums of understanding, or modifications that may be made to this Contract shall be effected through the collective bargaining process between authorized representatives of the Company and the Union subject to ratification by UDS USW represented employees. All other written understandings between the parties not

incorporated herein by reference on the effective date of this Contract, are hereby terminated. Any application, interpretation or alleged violation of this Contract or of amendments thereto can be a proper subject for the grievance procedure.

In the event that any of the provisions of this Contract are found to be in conflict with any valid Federal or State law now existing or hereinafter enacted, it is agreed that such law shall supersede the conflicting provisions without in any way affecting the remainder of these provisions.

## **ARTICLE II RECOGNITION**

### **Section 1. Establishment and Limitation**

In conformity with the Labor-Management Relations Act of 1947, as amended, the Company recognizes the Union as the sole and exclusive bargaining agent for all hourly employees, excluding Police and salaried personnel, with respect to rates of pay, wages, hours of employment, and other conditions of employment. The Company shall bargain with no other Union for the representation of employees within this bargaining unit during the life of this Contract.

### **Section 2. Definition of Employee**

The term "employee" as used herein shall mean any person represented by the Union as set forth in Section 1, Article II, of this Contract.

### **Section 3. Contract Distribution**

As a means of informing all employees as to their rights, privileges, and obligations under this Contract, the Company agrees to furnish a copy of this Contract to each employee.

## **Section 4. Noninterference**

The Company agrees not to interfere with the right of employees to join or belong to the Union and the Union agrees not to intimidate or to coerce employees to join the Union. The Company further agrees not to discriminate against any employee on account of Union membership or Union activity. The Union agrees neither to solicit for membership nor to collect Union funds on Company time.

## **ARTICLE III UNION SECURITY AND DEDUCTION OF DUES**

### **Section 1. Dues Requirements**

All employees within the bargaining unit who are members of the Union upon the execution of this Contract shall, as a condition of employment, maintain their membership to the extent of tendering the periodic dues uniformly required as a condition of retaining membership. All employees in the bargaining unit who are not members of the Union upon the execution of this Contract, but who later elect to join the Union, shall at all times thereafter maintain their membership in the Union as a condition of employment, as set forth above. All employees hired after the execution of this Contract shall, as a condition of employment, become members of the Union not later than thirty-one (31) days after the date upon which they were hired, and shall thereafter maintain their membership in the Union as a condition of employment, as set forth above.

## **Section 2.** Delinquency of Dues

Before any termination of employment pursuant to this Article becomes effective, the employee involved shall first be given notice in writing by the Union to pay delinquent dues. If the employee fails to pay the delinquent dues, the Union shall then notify the Company of the delinquency. Upon receipt of such notice in writing, the Company shall then notify the employee to pay the delinquent dues and if such dues are tendered within one (1) calendar week after receipt of this notification from the Company, dismissal under this Article shall not be required.

## **Section 3.** Deduction of Dues

For the convenience of the Union and its members, the Company, during the life of this Contract, shall deduct an initiation fee and regular monthly dues from the paychecks of each employee who individually and voluntarily executes and delivers to the Company an Assignment and Authorization in the form set forth in Section 7 of this Article. Such deductions shall be forwarded to the Treasurer of the Local Union with a listing showing the names of those employees, if any, whose paychecks were insufficient to cover the deductions. An Authorization must be delivered to the Company at least seven (7) days before the second payday of the month in which the first weekly deduction is to be made.

## **Section 4.** Authorization of Deduction

An Authorization and Assignment shall be irrevocable for a period of one year from the date thereof or until termination of this Contract, whichever occurs sooner, and shall automatically renew itself for successive irrevocable annual periods unless the employee who signed it gives notice to the contrary in writing by registered mail to both the Company

and the Union no less than two (2) days nor more than seventeen (17) days before the expiration of the authorization or before the expiration of any annual renewal period as the case may be.

## **Section 5.** Make-Up Dues

Upon receipt, from the Treasurer of the Local Union, of Union members' names and amounts of dues that have been missed through payroll deductions, the Company shall deduct the make-up dues in the following week, or in subsequent weeks as the money becomes available, and forward to the Treasurer of the Local Union, in accordance with Section 3.

## **Section 6.** Termination of Deduction

No deductions under this Article shall be made from paychecks from Union members who have terminated their employment or transferred out of the bargaining unit prior to the second payday of the month, unless they have worked or received paychecks equivalent to five (5) workdays or more in that month.

## **Section 7.** Voluntary Checkoff

The Union agrees that it shall indemnify the Company and save it harmless from any and all claims, demands, suits or other forms of liability that may arise out of, or by reason of, complying with Article III.

## VOLUNTARY CHECK OFF AUTHORIZATION

Name: \_\_\_\_\_

Badge No: \_\_\_\_\_

Department: \_\_\_\_\_ Date: \_\_\_\_\_

I hereby assign to the United Steel, Paper and Forestry, Rubber, Manufacturing, Energy, Allied-Industrial and Service Workers International Union, AFL-CIO, Local 5-689, and authorize UDS to deduct from the wages due me while in the employ of the Company, dues in the amount of \$\_\_\_\_\_ per month, or such dues as the Union's Constitution and By-Laws may be amended to provide in four (4) equal weekly installments each calendar month. I further authorize the Company to deduct from my wages an initiation fee in the amount of \$\_\_\_\_\_.

This authorization shall be irrevocable for the period of one (1) year from the date hereof, or until the termination of the Contract between the Company and the Union, whichever occurs sooner. Furthermore, this authorization shall automatically renew itself for successive irrevocable annual periods, unless I give notice to the contrary in writing by registered mail to both the Company and the Union no less than two (2) days and no more than seventeen (17) days before expiration hereof or before expiration of any annual renewal period, as the case may be.

(Signature) \_\_\_\_\_

(Address) \_\_\_\_\_

## ARTICLE IV MANAGEMENT CLAUSE

The management of the business and the authority to execute all of the various functions and responsibilities incidental thereto are vested in the Company. The direction of the workforce, the establishment of plant policies, the determination of the processes and means of manufacture, the units of personnel required to perform such processes, and other responsibilities incidental to the operation of the plant are vested in the Company. Such duties, functions, and responsibilities shall also include hiring, retirement, disciplining, evaluating the qualifications of employees, and promotions. The exercise of such authority shall not conflict with the rights of the Union under the terms of this Contract.

## ARTICLE V CONTINUITY OF OPERATION

There shall be no strikes, lockouts, work stoppages, picket lines, slowdowns, secondary boycotts, or disturbances. The Union agrees to support the Company fully in maintaining operations in every way.

Participation by any employee or employees in an act violating this provision in any way shall be Cause for discharge by the Company. Any discipline imposed shall be applied equally and indiscriminately to all employees according to the degree of involvement.

## ARTICLE VI PROTECTIVE SECURITY

It is recognized that all members of the Union and the Company are required to comply with all protective security measures now in effect. If the Company is notified by DOE that this



Contract in any way violates security measures which are now in effect, or which may be put into effect later, the Company shall in turn immediately notify the Union in writing of the need to renegotiate the section or sections of the Contract in question for the purpose of making the required changes.

## **ARTICLE VII GRIEVANCE PROCEDURE**

### **Section 1. Intent and Distribution of Answers**

The provisions of this section can be amended by mutual agreement. The parties to this Contract recognize that grievances should be settled promptly and as close to their source as possible. Further, both parties shall endeavor to present all the facts relating to the grievance at the first step of the grievance procedure in order that an equitable solution may be achieved. The Company in the second, third and fourth steps of the grievance procedure shall give written answers to the grievance within the specified time limits unless extended by mutual consent. Copies of written answers to grievances shall be distributed or mailed to the Local Union Hall, the Local Union President, and each aggrieved employee signing the grievance.

### **Section 2. Union Representatives**

#### **(a) Number of Representatives**

The Company shall recognize the following number of properly certified Union representatives in the plant for the purpose of representing employees in the manner specified in this Grievance Procedure:

- (1) The Local Union President or designated representative.

- (2) The General Grievance Committee consisting of the Vice-President of the Local Union who shall serve as Chairperson, and the appropriate committee person or persons.
- (3) One (1) Steward per each 12-hour shift plus one (1) for "O" Shift. The number may be adjusted as mutually agreed by the parties as the need arises.

When a properly certified Union representative is unavailable for any reason, the Company shall recognize an alternate certified by the Union. It is understood that only one (1), the Steward or the alternate will be recognized for each incident.

#### **(b) Steward Districts**

The Company will recognize Union Steward Districts as defined by the Union, but not to exceed the number specified per Article VII, Section 2(a)(3). The Union will provide the Company with a current listing, as changes occur, of recognized stewards and alternates and districts which each represents.

#### **(c) Grievance Investigation**

Certified Union representatives shall be excused from work for reasonable periods of time during their scheduled working hours when handling grievances in the appropriate steps of this grievance procedure, excluding arbitration without loss of pay.

Employees thus duly certified and recognized as Union Representatives shall report to and obtain permission from their immediate supervision whenever it becomes necessary to leave their work for the purpose of handling

grievances in their respective divisions or districts, shall inform their supervision of their intended destinations and itinerary, shall notify the supervision of any department in which it becomes necessary to contact employees for the purpose of settling or investigating grievances, and shall report back to their immediate supervision at the time they return to work.

The above Union Officials shall have access to the plant with proper approval at any time and shall notify supervision in the area in which they are present.

(See Article XVI, Section 13 regarding Union Officials)

### **Section 3. Disciplinary Cases**

It is recognized that the maintenance of discipline is essential to the orderly operation of the plant and also that the invoking of disciplinary action should be designed to correct the conduct of the employees involved rather than to punish.

In the great majority of infractions of rules, termination of employment for disciplinary reasons is justified only after the employee has been given the opportunity to correct his/her behavior and has failed to respond to disciplinary measures. Suspension of employees with or without pay for various lengths of time as determined by the company is recognized as a legitimate method of discipline under the terms of this contract.

#### **(a) Discussions**

- (1) When an employee is called into a discussion which may result in disciplinary documentation, including reprimand, suspension, or being sent home, the employee shall be fully informed that a Union

representative may be brought into the discussion. The Union President or designee shall be informed in writing of any action taken. Any of the above can be a proper subject for the grievance procedure.

- (2) When an employee is called into a discussion, which may result in discharge, the employee shall be fully informed that a Union representative may be brought into the discussion.

The decision to terminate an employee will not be made until at least two (2) full working days have elapsed from the infraction. During this time, thorough consideration will be given to all facts and circumstances, which are relevant to the matter. At the request of the Union, Company representatives will meet with Union representatives during the two (2) day period to discuss such relevant facts and circumstances.

The Union President or designee shall be informed in writing of any action taken. The action taken can be a proper subject for the grievance procedure.

#### **(b) Record Review**

Written records of past documented disciplinary discussions, written reminders, suspensions, or Decision Making Leaves (DML) which have been placed in the employee's file, exclusive of actions resulting from any future violation of Article V, shall be reviewed by the end of one (1) year by the employee's supervision and the employee to determine whether they should be removed from all files and destroyed as indicated by the UDS Constructive Discipline process.

(c) Initiation of Grievances - Step 3 or Step 4

If the employee or the Union files a written grievance protesting a suspension or discharge, within ten (10) days, such grievance shall be initiated at Step 3 or 4 of the Grievance Procedure. If such discharge or suspension is found to have been unjustified, the employee shall be reinstated to his/her former job and shall be compensated for all earnings lost, less pay for any penalty time decided upon, if any.

**Section 4. General Grievances**

Controversies may arise of a nature so general as directly to affect the majority of employees in a classification or department, or the majority of all employees. It is agreed that issues of this nature need not be subjected to the entire grievance procedure but may be initiated at Step 3 or Step 4. Attendance at Grievance Hearings initiated at Step 4 may include members of both negotiating committees.

**Section 5. Time Limits**

(a) Extension

Any grievance not taken up with an employee's immediate supervision within ten (10) days after the employee, or a certified Union representative has knowledge of the occurrence of the incident from which the grievance arose, cannot be processed through the grievance procedure. The employee or a certified Union representative may request an extension of five (5) days to investigate the grievance.

(b) Withdrawn - Settled

A grievance shall be considered settled or withdrawn if the decision of the Company is not appealed to the next higher step in the grievance procedure within ten (10) days after a decision has been rendered by the Company, unless this period is extended by mutual agreement between the parties.

(c) Answer

Any grievance not answered within the specified time limit may be immediately taken to the next higher step of the grievance procedure.

(d) Calculation of Time

In the calculation of time limits under the grievance provisions, including arbitration, "days" shall mean calendar days excluding Saturdays, Sundays, Holidays, Vacations, and the scheduled days off of the aggrieved employee.

(e) Postponement - Hearing

A hearing at Step 2 may be postponed by mutual agreement of the Division Committee person and the department supervisor involved. A hearing at Step 4 may be postponed by mutual agreement between the Local Union Vice-President and the Labor Relations Manager or his designated representative.

**Section 6. Grievance Steps**

Step 1: An employee who feels that he/she has a grievance may, as soon as reasonably possible, discuss it with

his/her immediate supervision and Union Steward. The employee's immediate supervision shall answer the grievance as soon as possible but no later than at the end of the next scheduled work shift of the aggrieved employee. Settlements made in this step of the grievance procedure shall have no precedent value.

Step 2: If the grievance has not been disposed of at Step 1, it shall be reduced to writing on an appropriate form and presented to the aggrieved employee's department supervisor. Such written grievance shall be signed by the employee or the Committee person of that Representation Division and shall be identified by number. The Union shall, to the best of its ability, state in the written grievance all of the facts justifying the grievance and the provision of the Contract involved. A hearing shall be held within thirty (30) days for shift workers and five (5) days for day shift workers. The hearing may be attended by the aggrieved employee, the District Steward, and the Division Committeeperson at the option of the Union; and by his/her Supervisor, and other representatives of the Company; and may include other affected parties mutually agreed upon in advance between the Division Committeeperson and the affected supervisors involved.

Hearings shall be scheduled at 4:00 p.m. for employees on the afternoon shift and 7:00 a.m. for employees on the night shift or any other mutually agreed time. The aggrieved employee's supervisor shall answer the grievance within ten (10) days after the hearing.

Step 3: If the grievance is not settled satisfactorily at Step

2, it may be appealed at the option of the Union to either Step 3 or Step 4. If appealed to Step 3, the appropriate Division Manager will review the facts with the Committeeperson and will determine if a full hearing at Step 3 will be held, if the grievance will be returned to Step 2 for a rehearing, by mutual agreement with Committeepersons or if the appeal will be denied and passed on to Step 4. Replies to the appeal will be made within two (2) days. Hearings at Step 3 will be held on Thursdays or at a time mutually agreed to by the Division Committeeperson and the appropriate Division Manager. Hearings may be attended by the aggrieved employee, Steward, Committeeperson at the option of the Union, and by the appropriate Division Manager and other representatives of the Company, and may include other affected parties mutually agreed upon in advance between the Division Committeeperson and the affected Division Manager involved. The Company will answer the grievance in writing within ten (10) days of the hearing.

Step 4: If the grievance is not settled satisfactorily at the 2nd or 3rd Step, it may be appealed in writing to the Labor Relations Manager or his designated representative. Such written appeal shall state the reasons why the decision in the second or third step is not acceptable, shall be signed by the Vice-President of the Local Union or respective Committeeperson, and shall be presented to the Labor Relations Manager or his/her designated representative, together with a copy of the Step 2 or 3 Company Answer.

On Wednesday mornings, at 9:00 a.m. (or any other day mutually agreed to by the parties as the need arises) hearings shall be held on plantsite on any

grievance appeals, which have been delivered to the Labor Relations Manager or his designated representative, by 10:00 a.m. three (3) work days preceding the hearing. The attendance at this hearing shall include the Union General Grievance Committee and if mutually agreed upon, at the option of the Union, the aggrieved employee or employees, with pay, or persons deemed necessary by the Union; the Labor Relations Manager or his designated representative, Division Manager, and other representatives of the Company. The Company shall answer the grievance in writing within fourteen (14) calendar days following the hearing.

#### **Section 7.** Monetary Settlements

Any money due an employee as a result of the settlement of a grievance shall be paid within two (2) weeks following the settlement. Written notification will be given to the Vice-President of the Union to this effect.

#### **Section 8.** Arbitration

##### **(a)** Submission Procedure

- (1) Controversies, which may arise concerning the reprimand, discharge, or suspension of employees, or controversies concerning the application, interpretation, or alleged violation of this Contract, which cannot be amicably settled in previous steps in the grievance procedure, may be submitted for settlement to an Impartial Arbitrator. The Company will date stamp and deliver a copy of the final Step 4 answer to the Union Vice-President, or designated representative. A grievance shall be considered withdrawn unless the Union appeals the grievance

to arbitration within forty-five (45) days from the date of stamp.

- (2) At the option of the Union, the Union President or his/her designated representative, and, if it desires, an International Representative may meet with the Labor Relations Manager or his designated representative and at the Company's option, the affected Division Manager(s) to discuss the grievance prior to submission to arbitration. Within ten (10) days following the above meeting, the Local Union President and the Chairperson of the Union's General Grievance Committee or designated representative, (and may at the option of the Union include a United Steel, Paper and Forestry, Rubber, Manufacturing, Energy, Allied Industrial and Service Workers International Union, AFL-CIO Representative) shall meet with representatives of the Company during the Union representative's scheduled working hours, without loss of pay and attempt to agree upon an Impartial Arbitrator. Should the parties be unable to agree upon an arbitrator, the Company and the Union shall alternately strike one name from the list, the first to strike to be decided by lot, until only one name remains, and the remaining arbitrator shall be the arbitrator to hear and decide the controversy.
- (b) (1) Grievances processed through Step 4 of the grievance procedure normally will be presented to the Arbitrator in the order that they are filed; however, the Union may indicate cases of high priority to be heard by the arbitrator out of normal order.
- (2) Any grievance filed on or after June 27, 2005, which has not been assigned to the impartial arbitra-

tor within three (3) years after the date of appeal to arbitration, shall be considered withdrawn by mutual consent on a non-precedent basis. No grievance, which pre-dates this contract, shall be pursuable under any terms or provisions of this contract.

- (3) The Parties shall mutually agree upon fifteen (15) Impartial Arbitrators who shall be selected from lists submitted by both parties.

(c) Should one of the above arbitrators die, become incapacitated, or refuse to act, the parties thereto shall mutually agree upon a successor to the panel.

(d) Each party will strike one member of the arbitration panel in (b) above.

(e) Stipulation of Issues

The Company and the Union may stipulate the nature of the dispute and the issues involved jointly in one (1) stipulation or singly in separate stipulations. In the event that the parties stipulate the nature and issues of the dispute singly, a copy of such stipulation shall be furnished the other party at the same time the stipulation is submitted to the arbitrator.

(f) Hearing Date

It is agreed by the parties to this Contract that arbitration cases shall be heard as soon as possible. On a date agreeable to both parties, the date to be set in conformity therewith by the arbitrator, the parties, or their designated representatives shall at the time and place appointed by the Impartial Arbitrator, appear and present either a written or oral statement of the issues involved

for consideration by the Impartial Arbitrator. Any written statement of issues shall be furnished the other party at the arbitration hearing. In designation of the place, the Impartial Arbitrator shall be restricted to the area in which the plant is situated unless otherwise agreed upon. The Impartial Arbitrator shall schedule hearings of grievances in the order in which such grievances are submitted, unless the Company and the Union agree upon a different order for hearing.

(g) Decision - Time Limit

The Impartial Arbitrator shall render a decision on every grievance, which has been submitted within thirty (30) calendar days from the date of hearing, unless additional time is requested by the arbitrator and is mutually agreed upon between the Company and the Union.

(h) Implementation of Decision

The decision of the Impartial Arbitrator shall be final and binding upon both parties and shall invoke immediate compliance by the parties. Any money due an employee as a result of such decision shall be paid not later than two (2) weeks following the receipt of a written decision to this effect. It is recognized by the parties that certain rights of appeal of decisions exist. It is not the intent of the language in Article VII Section 8 (h) to limit rights of appeal. Such appeals may delay payments that are based on the finding of the arbitrator.

(i) Cost

The expense and compensation of the Impartial Arbitrator shall be borne by and divided equally between the Union and the Company.

(j) Attendance at Hearing

In all proceedings under this section, the Company shall release from work the following employees (if they are UDS employees) when deemed necessary by the Union for a fair and reasonable presentation of its case before the Impartial Arbitrator without loss of earnings:

1. President
2. Members of the General Grievance Committee
3. A Steward
4. Not more than two (2) aggrieved employees

Additional UDS employees will be released upon request without pay provided that supervision can make arrangements to efficiently continue the work.

(k) Power of Arbitrator

The Impartial Arbitrator shall not have the power to make any award, which changes, amends, or adds to the provisions of this Contract.

## ARTICLE VIII SENIORITY

### Section 1. Definitions

(a) Vacancy

A vacancy is said to exist in a job classification when there is a need for a permanent replacement or addition.

(b) Bargaining Unit Seniority

Bargaining Unit Seniority is the total length of allowable

time an employee has spent in the Bargaining Unit. The seniority of each employee is his relative position with respect to other employees.

(c) Recall List

The recall list is defined as that list on which an employee is placed at the time he is involuntarily laid off from a UDS job classification, and does not continue active employment with UDS.

(d) Laid Off

An employee is said to be laid off when he leaves a UDS job classification because of an involuntary reduction in force, and does not continue active employment with UDS.

(e) Initial Staff-Up Period

The time period beginning with the transition of the first UDS USW represented employees, and ending on a date one (1) year after the start of operations of the Portsmouth DUF6 Plant.

### Section 2. Company Service Credit

(a) The UDS "Initial Staff-Up Period" is defined as the time period beginning with the transition of the first UDS USW represented employees, and ending on a date one (1) year after the start of operations of the Portsmouth DUF6 Plant.

(b) UDS may hire employees for USW represented positions from various sources during this "Initial Staff-Up Period". During this "Initial Staff-Up Period" it is

agreed that employees hired by UDS into USW represented positions shall receive previous Company Service Credit earned at the Portsmouth site with USEC, BJC LLC (or successors thereto) as UDS Company Service Credit if such credit is in effect at the time of a formal UDS offer of employment. If any benefit has been liquidated based on such former service, that service shall not be allowed as credited service by UDS.

- (c) Employees hired by UDS into USW represented positions after the "Initial Staff-Up Period" at the Portsmouth DUF6 Plant shall not receive previous Company Service Credit earned at the Portsmouth site with USEC, BJC LLC (or successors thereto) as credited UDS Company Service.
- (d) Any dispute as to former Company Service Credit allowed, or dates of former service, or other such facts will be resolved by the company and union before, and as a condition of accepting employment with UDS. Any attempt to question such mutually agreed determinations subsequent to accepting employment with UDS will not be pursuable through the grievance procedure and/or arbitration clause of this contract.
- (e) An employee's total Company Service Credit with UDS shall consist of the time actually spent on the UDS payroll, plus allowable time under Article VIII, section 2, plus properly approved absences from work, to be determined under the following rules.

1) Leave of Absence

When an employee is on a leave of absence granted by the Company, his/her service shall be considered as continuous without any deductions if the absence

does not exceed (1) one year. However, service shall be considered as continuous without any deductions for employees on leave of absence for:

- i. Occupational disability under Article IX, Section 1(b);
- ii. Public office under Article IX, Section 2(c) for the duration of a single term of office only;
- iii. Non-occupational disability under Article IX, Section 1(c);
- iv. Union official on full-time International status under Article IX, Section 2(a), not to exceed four (4) years;
- v. Educational Exit under Article IX, Section 1 (e).

2) Military Service

An employee who leaves the employment of the company to enter military service, either by voluntary enlistment or by induction under the Selective Service System, shall be reinstated under the provisions of applicable Federal Statutes, upon application within the designated period of time following honorable or general discharge, provided he/she qualifies under the seniority rules and is physically capable of performing the work required. Upon reinstatement, such employee shall be given credit for continuous service from the time he/she left the employment of the Company to enter Military Service to the date of reinstatement.



### 3) Laid Off - Service Credited

A laid off employee shall accumulate service for a period of time equal to his/her continuous service at the time of layoff, but not to exceed two (2) years for any single period of layoff. A laid off employee will have recall rights for ten (10) years.

If a laid off employee is recalled he/she shall be credited with the applicable accumulated service.

### 4) Loss of Service

An employee shall lose continuous service when he/she is discharged, released, resigns, retires, accepts layoff without recall rights, is on continuous layoff for more than ten (10) years from date of layoff, or when he/she is on the recall listing, but not on the active payroll and declines or fails to report or make satisfactory arrangements within fourteen (14) calendar days after being notified of a recall. If such employee is later rehired, he/she shall be considered a new employee and continuous service shall date from the date of most recent hire.

### 5) Notification - Recall

An employee shall be considered to be notified of a recall opportunity when an offer of recall has been sent by registered mail to the most recent address as recorded in the Hourly Personnel Department. Individuals shall be responsible for informing the hourly personnel department of their current address. Failure to so inform the hourly personnel department will relieve the company from any responsibility if notification is not received due to an improper

address. Copies of registered letters to recalled individuals will be mailed to the Union Vice-President at the time mailed to recalled individuals.

## Section 3. Probationary Period

- (a) All employees shall be considered a probationary employee for the first one hundred and eighty (180) days worked and, at the end of that period, if he/she is retained, the employee's name will be placed on the Seniority List and the employee's seniority shall reflect all allowable seniority as defined in this contract. A probationary employee shall be subject to layoff, discipline, or discharge at the sole discretion of the Company.
- (b) If the employee is retained the employee's seniority will include the entire probationary period.

## Section 4. Reduction in Force

- (a) When a reduction in force is to be made in a job classification, the employee having the least amount of Bargaining Unit seniority within the affected job classification shall be laid off first.
- (b) In the event of a layoff, the Union will be notified prior to the layoff and will be given a list of names of employees who are to be laid off as far in advance as possible. Also, at the time the list is being typed, the Union President will be notified.
- (c) The Company and Union will establish a recall listing of laid off employees in each job classification. Recall shall be in seniority order of those laid off from the classification in which the vacancy exists.

## **Section 5.** Previous Seniority

- (a) If an employee is hired by UDS into a USW represented position during the "Initial Staff-Up Period" (as defined in Article VIII, Section 1 (e) of this contract), such employee shall receive bargaining unit seniority accumulated with other Portsmouth site employers (USEC, BJC LLC, or successors thereto) as bargaining unit seniority with UDS.
- (b) If an employee is hired by UDS into a USW represented position after the "Initial Staff-Up Period" (as defined in Article VIII, Section 1 (e) of this contract), such employee shall not receive bargaining unit seniority accumulated with other Portsmouth site employers (USEC, BJC LLC, or successors thereto) as bargaining unit seniority with UDS.

## **Section 6.** Filling Vacancies During The "Initial Staff-Up Period"

### **(a) Recall**

When a vacancy exists during the "Initial Staff-Up Period" (as defined in Article VIII, Sec. 1 (e) of this contract) the vacancy will first be offered to UDS employees laid off from the job classification in which the vacancy exists and who are on the UDS recall list of the job classification in which the vacancy exists. Recall shall be in order of seniority.

- (b) If, after a proper "Recall" referenced above, the vacancy still exists, and if the "Initial Staff-Up Period" has not expired, the vacancy will then be offered to eligible volunteers from the list of qualified volunteers. This list of volunteers being the result of a polling of qualified union

members in a manner agreed to by the company and the union.

## **Section 7.** Filling Vacancies After The "Initial Staff-Up Period" Has Expired.

### **(a) Recall**

After the expiration of the "Initial Staff-Up Period," (as defined in Article VIII, Sec. 1 (e) of this contract) when a vacancy exists, the vacancy will first be offered to UDS employees laid off from the job classification in which the vacancy exists and who are on the UDS recall list of the job classification in which the vacancy exists. Recall shall be in order of seniority.

- (b) After a proper "Recall" of laid off employees [see Article VIII, Section 7 (a) ] UDS will, in filling vacancies, abide by the terms in the following hiring preference list. Any offers of employment will be based upon seniority and qualification.

- (1) Those UDS employees notified of layoff in classifications other than the one in which the vacancy exists. Such employees must be qualified for the vacancy and have proof of such qualification in their records at the time the vacancy is being filled. If an employee accepts a position under this contract provision, the employee's name will not be carried on any UDS recall list. These employees will not carry bargaining unit seniority to their new classification. They will start in the new classification with no bargaining unit seniority.
- (2) Employees who are laid off from UDS and who are on a UDS recall list in classifications other than

the classification in which the vacancy exists. Such employees must be qualified for the vacancy and have proof of such qualification in their records at the time the vacancy is being filled. Such employees names shall be removed from the UDS recall list as a condition of accepting the vacancy. These employees will not carry bargaining unit seniority to the new classification. They will start in the new classification with no bargaining unit seniority.

- (3) Those individuals who are unemployed (for reasons other than termination for cause) from USW represented positions with other site employers (USEC, BJC LLC, or their successors). Such employees must be qualified for the vacancy and have written proof of such qualification in their possession at the time the vacancy is being filled. Any offer of employment with UDS will be contingent upon the perspective UDS employee officially and in writing removing their name from any and all site employer's recall lists and a letter of resignation from any employment with above site employers. A copy of such written notification(s) must be presented to UDS before any offer of employment will be made. Employees hired under this provision (Art. VIII, Sec. 7 (b) 3) will have allowable seniority calculated as per the terms of Article VIII, Section 5 (a) or (b).
- (c) If Article VIII, Section 7 (b) 3 is used, the local USW Union will consult available layoff lists and will select the most senior individuals from those lists for consideration for employment by UDS.
- (d) If no qualified employees can be obtained in a timely manner from the aforementioned sources above, then

UDS may hire qualified employees from any source.

- (e) UDS will advertise vacancies and inform the local USW Union of vacancies prior to filling them as per Article VIII, Section 7 (b) 3 or Article VIII, Section 7 (c) above.

#### **Section 8.** Returning to Bargaining Unit

Employees who leave the bargaining unit for a non-bargaining unit position following the adoption of this agreement have thirty (30) calendar days within which to choose to return to the bargaining unit. If such employees choose to return within the thirty (30) calendar days, they may do so without loss of any seniority. After the thirty (30) calendar days, the employee has no option to return to the bargaining unit.

#### **Section 9.** Exercise of Shift Preference by Seniority

- (a) Plant seniority shift preference within a job classification will be granted annually to employees upon request. Such annual request must be made no later than January 1, with any change resulting there from to be made not later than the week beginning after March 1. Shift preference shall be awarded in accordance with bargaining unit seniority.
- (b) Such preference may only be exercised between twelve (12) hour rotating shift and straight day shift.
- (c) Such preference cannot be exercised between individual letter shifts on the twelve (12) hour shift.
- (d) Employees who request to go from day shift to twelve (12) hour rotating shift shall not be privileged to select the individual twelve (12) hour shift they

will be assigned to.

#### **Section 10.** Placement of Occupationally Disabled Employees

When the Company determines that an occupationally disabled employee can not perform duties in his/her classification, the Division Committeeperson and respective department manager shall agree upon a group within the employee's classification in which such disabled employee shall be placed consistent with medical restrictions as established by the Company Medical Department. When such medical restrictions are removed by the Company Medical Department, the employee shall be returned to the group he/she left.

#### **Section 11.** Security Clearance

If the company requires any or all of its USW represented employees to possess a security clearance in the performance of their job, then the obtaining and maintaining of a proper security clearance shall become conditions of employment. Failure to comply with either of these conditions of employment may result in discipline up to and including termination of employment. It is understood that time required to obtain the security clearance will not be held against the employee, unless a delay is caused by action(s) or lack of action(s) by the individual for whom the clearance would apply.

#### **Section 12.** Medical Restriction

The following provisions shall apply when an employee is removed from his/her job because of a medical restriction.

1. The Committeeperson and respective Supervisor or Department Managers shall agree upon a group within the employee's classification in which such

restricted employee shall be placed consistent with medical restrictions and seniority. Should this create an excess, the least senior employee shall be excessed.

2. If the restricted employee is not placed according to one (1) above, for permanent restriction, the Employment Department will give written notification to the Union and employee identifying classifications in which the medically restricted employee is able to work. The employee will be paid at his/her current rate while assigned to another classification. Rate retention does not apply when placed as a result of a non-occupational injury.
3. The employee in permanent restriction shall utilize his/her plantwide seniority to move to any classification for which he/she is qualified.
4. The temporarily restricted employee not placed in one (1) above shall have rate retention when placed in another classification. Rate retention does not apply when placed as a result of a non-occupational injury.
5. In the event of a surplus in the classification in which the restricted employee is working the employee shall have, for the purpose of reduction in force, seniority equal to his/her plantwide seniority.
6. When the medical restriction is removed, an employee will return to the classification from which he/she was restricted. Once the medical restriction is removed, rate retention no longer applies.

### **Section 13. Loss of Bargaining Unit Seniority**

An employee will lose his bargaining unit seniority when he/she is discharged, when he/she resigns, or when he/she is on the recall listing and declines or fails to report within five (5) days or to make satisfactory arrangements when offered employment in the job classification from which he/she was laid off. An employee shall also lose their bargaining unit seniority as per terms outlined in Article VIII, Section 7 (b) 1 & 2.

## **ARTICLE IX LEAVE OF ABSENCE**

### **Section 1. Qualification and Reinstatement**

#### **(a) Personal Reasons**

Except as stated in Section 1 (e) of this Article, an employee may be granted a leave of absence for personal reasons without pay up to fifteen (15) days upon application to the Company in writing, provided the employee presents evidence acceptable to the Company that such leave of absence is for a reasonable purpose and provided further that such leave of absence shall not unreasonably interfere with operations. Such leave may be extended where necessary upon application for extension in writing and upon presentation of evidence satisfactory to the Company that such extension is necessary, provided such extension does not unreasonably interfere with operations.

#### **(b) Occupational Disability**

An employee shall be granted a leave of absence for the period of an occupational disability upon approval of the

Company Medical Department. An employee who returns to work after a leave of absence for an occupational disability shall be reinstated in the classification from which he/she left provided he/she first obtains clearance from the Company Medical Department.

#### **(c) Non-Occupational Disability**

An employee shall be granted a leave of absence for the period of a non-occupational disability, but not to exceed two (2) years upon presentation of evidence satisfactory to the Company. An employee who returns to work after a leave of absence for a non-occupational disability shall be reinstated in the classification from which he/she left, provided first medical clearance is obtained from the Company Medical Department. However, an employee who is cleared for work, within a two (2) year period, but is unable to perform the work in the classification due to a medical restriction, as determined by the Company Medical Department, shall exercise plantwide seniority to move into any classification which the medical restriction permits, provided he/she is qualified. However, if he/she elects not to exercise plantwide seniority to move, he/she may be terminated for medical reasons. An employee who is not cleared to return to work upon the expiration of a leave of absence for non-occupational disability may be terminated for medical reasons after two (2) years.

#### **(d) Dispute**

In the event there is a disagreement between the Company Medical Director and the employee's physician regarding the medical evidence presented at the time of the employee's return from injury or illness, at time of job transfer, or restriction from classification, the question

shall be submitted to a third (3rd) physician selected by the two (2) physicians. The medical opinion of the third (3rd) physician after examination of the employee and consultation with the other two (2) physicians shall decide such question. The expenses of the third (3rd) physician shall be borne jointly by the Company and the Union. In the event the third (3rd) physician rules in favor of the employee, the employee shall be made whole for all earnings and benefits lost as provided under provisions of this Contract.

(e) Educational Exit

An employee may leave the employ of the Company after completion of one (1) year continuous service and upon approval of the Company in order to attend an accredited college or university, or a recognized trade or vocational school and shall be reinstated upon application provided he/she can qualify under the seniority rules, is physically capable of performing the work required, is granted a clearance and applies for reemployment within thirty (30) days after leaving the college, university, or school. Trade or vocational school for purposes of this clause is one which provides training or a course of study related to jobs performed for the Company. The employee upon reinstatement shall be given the service he/she had when he/she left the Company, plus time spent in school, not to exceed four (4) years. The employee shall notify the employer in writing of the name of the school, the date of entry, and the expected length of the course of study. He/she shall confirm the continuation of his/her school attendance at annual intervals thereafter, subject to quarterly review. It is understood the employee will not be eligible for any Company benefits while on an educational exit. The employee must return to the active payroll before becoming eligible for contractual benefits.

**Section 2. Union or Government Official**

(a) Union Official - Full Time

Upon written request to the Company made by the Union a reasonable period in advance, an employee certified by the Union to be a full-time Union official shall be granted a leave of absence without pay to engage in work pertaining to the business of the Union. The number of employees granted such leaves of absence shall not exceed four (4) at any time.

(b) Length of Leave

Each such leave of absence shall be for a period no less than seven (7) days and no longer than one (1) year, and shall be granted only at such times as shall not unreasonably interfere with operations. Leaves of absence shall not be renewable from year to year except as mutually agreed by the parties.

(c) Elected Official - Full Time

Upon written request to the Company an employee shall be granted a leave of absence to serve full-time in an elected or appointed Federal, State, or Local government position for the duration of a single term of office only.

(d) Security Identification

An employee granted such leave of absence must return all security identification issued and shall be issued appropriate identification.

### **Section 3.** Absence Notification

#### **(a)** Responsibility

An employee is responsible for notifying the Company, in advance, if possible, when unable to report for work as scheduled, including the reason thereof.

#### **(b)** Failure to Notify

An employee, who is absent from work for five (5) successive scheduled workdays without notifying the Company, shall be considered to have resigned voluntarily.

### **Section 4.** Failure to Report on Expiration

An employee who does not return to work by the fourth (4<sup>th</sup>) scheduled workday following the expiration of a leave of absence or any extension thereof without notifying the Company shall be considered to have resigned voluntarily.

## **ARTICLE X HOURS OF WORK**

### **Section 1.** Definitions

- (a)** Workday means the twenty-four (24) hour period beginning at 12:00 midnight.
- (b)** Workweek means the seven (7) day period beginning at 12:00 midnight on Sunday.
- (c)** 7th Consecutive Day means the seventh (7th) consecutive workday in the workweek, i.e., the twenty-four (24) hour period beginning at 12:00 midnight on Saturday.

- (d)** Working Schedule means the hours of shifts to be worked by employees and the day or days on which such shifts are to be worked.

- (e)** The normal hours for twelve (12) hour rotating shift workers are 7:00 a.m. to 7:00 p.m. and 7:00 p.m. to 7:00 a.m.

- (f)** The normal hours for "O" shift straight day workers are from 7:00 a.m. to 3:30 p.m., Monday through Friday.

### **Section 2.** Standard Workday-Workweek

A standard day's work shall consist of eight (8) hours worked within a workday. A standard week's work shall consist of five (5) standard day's worked within a workweek amounting to a total of forty (40) hours. (See also MOU for 12-Hour Shifts.)

### **Section 3.** Working Schedule

- (a)** Rotating Shift (See MOU for 12-Hour Shift Rules)

The 12-hour rotating shifts are to be manned by groups or crews of employees designated as A, B, C and D Shifts.

- (b)** "O" Shift (Straight Day Shift)

The following hours are recognized as standard for regular one (1) shift operations: 7:00 a.m. to 3:30 p.m., on any day Monday through Friday. This is designated as "O" Shift.

(c) Irregular Shift

An irregular shift is an eight (8) hour shift other than "O" Shift. Irregular shifts may be established as required.

(d) Trading Shifts

Employees may trade shifts or days off with the prior approval of their respective supervision, and provided further that no overtime premium is involved.

(e) Wash-Up/Clothes Change

All employees shall be ready to work at the start of their shift.

Employees assigned to jobs where coveralls are required will be allowed no more than eighteen (18) minutes for wash-up and/or clothes change activity to be taken at the end of the shift unless otherwise permitted.

(f) Notification of Change

The Union shall be notified in advance when possible of any extended change in the present working schedule; however, the provisions of this Contract shall not be considered as a guarantee by the Company of a minimum number of hours per day or per week or pay in lieu thereof, nor a limitation on the maximum hours per day or per week which may be required to meet operating conditions.

**Section 4. Overtime Opportunity**

(a) Responsibility

It shall be the responsibility of supervision to keep overtime lists by classification, group, department or departments, according to overtime worked. Lists will be arranged by seniority, and overtime will be offered to the most-senior, low-houred employee. Deviations from this procedure will be considered proper and equitable if there is good reason for such deviation and not more than sixteen (16) hours difference among employees exists within an overtime list. The method of offering and charging overtime opportunities will be the same. Any time an overtime list exceeds the sixteen (16) hour balance, all employees out of balance will be charged and paid sufficient number of hours to bring the list in balance.

(1) A. Applicable overtime lists, which have been established, shall be posted and kept up to date as overtime occurs.

B. Lists shall be posted in an accessible location to enable employees to review.

(2) When determined during a shift that additional employees are needed on the following shift, it shall be offered to those who are currently working on their regularly scheduled shift.

(3) When determined during a working shift that additional employees are needed on that shift, it shall be offered to those who are normally scheduled to work on the oncoming shift.



(4) When determined that overtime shall be utilized to supplement a regular weekly working schedule which cannot be offered according to Items 2 and 3 above, it shall be offered as established in the first paragraph of this section for departments using a one (1) list concept, and departments using multiple lists shall offer the overtime to individual(s) in the group(s)

(5) In offering overtime, it is understood that Items 2 (off-going shift) or 3 (on-coming shift) shall not take precedence over Item 4 if applying Item 2 or 3 shall result in exceeding the sixteen (16) hour difference between employees within a list.

(6) An employee moving to a new list shall be put on the list according to seniority, and if the employee has more hours than the maximum on that list, the hours will be reduced to that maximum. When an employee has fewer hours than the minimum on that list, the minimum hours on that list will be assumed.

When an employee is neither higher nor lower, actual hours will be carried to the new list.

New employees, employees who return to the bargaining unit, and employees who move from one classification to another, shall assume the maximum number of hours on the overtime list on which they have been placed.

(7) Each calendar year supervision may readjust the overtime list for easier administration by reducing the hours of the lowest-hour employees to zero (0) and reducing the remaining employees by the same

number of hours.

(8) Employees shall be contacted for overtime except for those on any type of authorized leave of absence, including jury duty and funeral leave. Employees who miss overtime because they are absent for any reason, or who refuse when offered, or who are not readily available by telephone, shall be charged overtime as having been offered the overtime. Employees on any type of authorized leave of absence, including jury duty and funeral leave, shall return from leave in the same relative position within the overtime group as when the absence began. If in offering overtime an employee would exceed the sixteen (16) hour limit due to the fact the employee is working the shift on which the overtime is being worked, sufficient hours will be charged to keep the list in balance

(9) A minimum of two point seven (2.7) overtime hours shall be charged any time a pay minimum or guarantee of four (4) hours is involved. However, if no guarantee is involved, then actual hours and tenths of an hour shall be charged but not less than one (1) hour.

(10) Each year an employee may request that his/her name be removed from the classification, department or group overtime list for callin purposes only, and in addition once each year at the option of the employee have his/her name either added to, or removed from the call-in overtime list by written application to supervision.

(11) In order to resolve disputes, which may occur in the application of the overtime procedure, they shall

first be reviewed by a joint Company-Union committee, made up of two (2) Company and two (2) Union representatives. The establishing, combining, or eliminating of overtime lists will also be subject to the Committee review. Failure to resolve the issue will then make it subject to the grievance procedure.

(12) Whenever overtime is to be offered, supervision has the option of consulting the Committee person or Steward and if agreement is reached on who is to be contacted, the Company will not be liable for any misapplication, nor will any grievance be filed.

(13) All overtime opportunities shall be charged when offered (Reference paragraph (8) above). If an overtime opportunity is cancelled, charged hours for that opportunity shall be removed. No more than a maximum of eight (8) hours shall be charged for any one (1) eight (8) hour work period.

(14) Classifications or groups may establish overtime practices that are not addressed by contract language. However, such practices may be established only by a consensus of two-thirds (2/3) of the affected classification(s) or group(s) and with the consent of the appropriate supervision.

## **Section 5. Overtime or Premium Hours**

### **(a) Duplication of Premium Hours**

Overtime or premium payments shall not be duplicated for the same hours under any of the terms of this Contract. Hours that are compensated for as overtime or premium under one (1) provision shall not be counted

as hours worked in determining overtime or premium compensation under the same or any other provision, except as provided in Section 5(b). (See MOU for 12-Hour Shift Rules)

### **(b) Crediting of Hours**

(1) Jury duty time, vacation, funeral absence, schedule change, holiday worked, Reporting for Work, Section 12 (a) (1), and sixth (6th) consecutive day worked, which are compensated for under other appropriate provisions of this Contract shall be credited as hours worked in computing overtime and in determining days worked for sixth (6th) and seventh (7th) consecutive day application, except that, to avoid duplication, there shall be credited only eight (8) hours for any one calendar day. (See MOU for 12-Hour Shift Rules)

(2) Holiday not worked, but paid, shall be credited in the same manner. (See MOU for 12-Hour Shift Rules)

### **(c) Offsetting Overtime Hours**

An employee shall not be required to take off a corresponding amount of time before the end of his/her regular shift or in any subsequent scheduled workday in the same workweek to offset any overtime worked.

## **Section 6. Transportation**

The Company shall continue its practice of arranging transportation home for employees who work overtime without sufficient prior notice thereof.

## **Section 7. Overtime or Premium Payments**

### **(a) Time and One-Half**

An employee shall be paid at the rate of one and one-half (1-1/2) times base hourly rate of pay and at the rate of one and one-half (1-1/2) times any applicable shift differential for:

- (1) All hours worked in excess of eight (8) hours in any twenty-four (24) hour period or for all hours worked in excess of forty (40) hours within the workweek, whichever method of computation provides at the end of the workweek the greater total pay to the employee. (Also see MOU 12-Hour Shift.)
- (2) All hours worked on the sixth (6th) day worked in a workweek, provided he/she has worked or is credited with a minimum of four (4) hours in each of the preceding five (5) workdays of that workweek. (Also see 12-Hour Shift.)
- (3) Schedule change, payment for the first (1st) eight (8) hours worked on a new schedule except when such change is made at the request of or for the convenience of the employee or unless notified thereof in the preceding workweek of a change in an employee's working schedule from one shift to another, from one rollout day to another, or in scheduled vacation.

### **(b) Two Times**

An employee shall be paid at the rate of two (2) times base hourly rate of pay and at the rate of two (2) times any applicable shift differential for:

- (1) All hours worked in excess of sixteen (16) continuous hours, exclusive of the non-paid lunch period for "O" Shift, and for all hours worked on the seventh (7th) consecutive day worked in a workweek, provided he/she has worked or is credited with a minimum of four (4) hours in each of the preceding six (6) workdays of that workweek. (Also see MOU for 12-Hour Shift.)

- (2) Schedule change, if such change results in more than eight (8) hours worked in a twenty-four (24) hour period or more than forty (40) hours worked in a workweek, except when such change is made at the request of or for the convenience of the employee.

### **(c) Two and One-half Times**

An employee shall be paid at the rate of two and one-half (2-1/2) times base hourly rate and at the rate of two and one-half (2-1/2) times any applicable shift differential for:

- (1) All hours worked on a day observed as a holiday.

### **(d) Holiday Call-in**

An employee who is required to work on a holiday that was scheduled as a day off shall be paid eight (8) hours at base hourly rate, and shall be paid at the rate of two (2) times base hourly rate and two (2) times applicable shift differential for all hours actually worked up to and including eight (8). All hours worked in excess of eight (8) shall be paid under Section 7 (c).

(e) Special Consideration - Credited Hours

As an exception to premium payment for hours not worked and for the express purpose of compensating an employee who works an overtime opportunity on his scheduled day(s) off and has prescheduled vacation, jury duty or funeral absence on the sixth (6th) or seventh (7th) workday of the work-week, all hours worked or credited over forty (40) hours will be paid in accordance with the sixth (6th) and seventh (7th) workday principle. (Also see MOU for 12-Hour Shift.)

(f) Temporary Work Assignments

An employee who, at the request of the Company, is temporarily required to work in a classification other than his/her own shall be paid at the rate of one and one-half (1-1/2) times of either the employee's rate of pay, or the rate of the classification to which he/she is assigned, whichever is higher, and at the rate of one and one-half (1-1/2) times any applicable shift differential for all time spent performing such work except in those situations which have been established by longstanding past practice, in emergencies, or when the assigned classification is not available for call-in.

An employee assigned under long-standing past practice, in emergencies, or when the assigned classification is not available for call-in, shall suffer no reduction in rate of pay. When assigned temporarily to do work in a classification having a higher labor grade, the employee shall be paid the maximum rate of the higher labor grade.

**Section 8. Holidays**

(a) Eleven Holidays

The following holidays shall be observed: New Year's Day, Martin Luther King Jr. Birthday, Good Friday, Memorial Day, Independence Day, an additional holiday which shall be the day related to Independence Day, Labor Day, Thanksgiving, the day after Thanksgiving, Christmas, and an additional day related to Christmas. The "additional" days shall be observed on a day Monday through Friday as mutually determined. Martin Luther King, Jr.'s Birthday is observed on the third (3rd) Monday in January.

(b) Saturday/Sunday

Should one of these holidays fall on a Sunday, the following Monday shall be observed as the holiday, and work on such Sunday shall not be compensated for under the holiday pay rules. Should one of these holidays fall on a Saturday, the preceding Friday shall be observed as the holiday and work on such Saturday shall not be compensated for under the holiday pay rules.

These changes shall not apply for A, B, C, D shifts, as holidays will be scheduled on workdays.

(c) Not Worked

An employee who is not scheduled to work on a day observed as a holiday or who is scheduled to work and reports off before the start of the shift due to illness shall be paid an amount equal to eight (8) times base hourly rate, provided he/she works a minimum of eight (8) hours in the week in which the holiday is observed

or is absent because of funeral leave, jury duty, military leave, contract negotiation meetings, or on an approved vacation for any other day(s) of such week. However, duplicate payment shall not be made for holidays except as provided in Article XIII, Section 5. This provision does not apply to an employee who reports for work after being hired or recalled in the week of, but subsequent to, a holiday.

### **Section 9.** Shift Differential

#### **(a)** 12-Hour Rotating Shift

A shift differential of seventy (70) cents per hour will be paid for hours worked between 7:00 p.m. and 7:00 a.m. No shift differential will be paid for hours worked between 7:00 a.m. and 7:00 p.m.

#### **(b)** Exclusion of Payment

Shift differential shall not be paid for hours paid for but not worked.

#### **(c)** "O" Shift

No shift differential will be paid for work performed on "O" shift.

### **Section 10.** Weekend Bonus

An employee who works Saturday and/or Sunday, as part of their normal work week, shall receive an additional sixty cents (\$.60) per hour for such hours worked. In no case shall such payments be applied to hours not worked. (See also MOU 12-Hour Shift.)

### **Section 11.** Lunch Period

#### **(a)** Non-Paid Lunch Period

Employees working on shifts designated as "O" shall have a non-paid lunch period of thirty (30) minutes to begin not earlier than three and one-half (3-1/2) hours or later than five (5) hours after the shift begins. For a lunch period outside these hours an additional thirty (30) minutes at base hourly rate shall be paid. If such employees are not permitted a lunch period during the "O" shift, they shall be paid at time and one-half (1-1/2) base hourly rate plus time and one-half (1-1/2) applicable shift differential for the time worked in excess of eight (8) hours.

#### **(b)** Paid Lunch Period

Employees working on shifts designated as "12-Hour Rotating" shifts or as "Irregular" shifts shall have no time deducted for a lunch period, which shall be as short as possible.

#### **(c)** Meal Allowance Premium

An employee who is required to work overtime and who works ten (10) or more continuous and successive hours (excluding the lunch period of an "O" shift worker) shall be paid a meal allowance of five dollars (\$5.00) which shall be included in the regular paycheck. An additional meal allowance shall be allowed for each four (4) hours of consecutive work performed thereafter. (See also MOU for 12-Hour Shift.)

- (1) No time shall be deducted for lunch periods during such overtime work, it is being understood that they

shall be made as short as possible.

## **Section 12. Minimum Guarantee Payments**

### **(a) Reporting for Work**

- (1) An employee who reports for work at the start of his/her regular shift or at the time appointed by the Company without previously having been notified not to report, shall be given at least four (4) hours work, or if no work is available, four (4) hours pay at base hourly rate, except that if work is unavailable as the result of causes beyond the control of the Company, it shall not be so obligated.

- (2) Failure on the part of an employee to keep the Company informed of a current address and telephone number shall relieve the Company of its responsibility under this section of the Contract.

### **(b) Work Before Shift Starts**

An employee required to report for work before the regular scheduled starting time shall receive not less than four (4) hours pay at base hourly rate or pay at one and one-half (1-1/2) times base hourly rate plus one and one-half (1-1/2) times applicable shift differential as overtime pay for such work is performed, whichever is greater. This provision does not apply to shift turn over.

### **(c) Work After Shift Ends**

- (1) An employee required to work overtime beyond the end of his/her scheduled shift, shall receive not less than four (4) hours pay at base hourly rate or one and one-half (1-1/2) times base hourly rate plus one

and one-half (1-1/2) times applicable shift differential for such work performed, whichever is greater.

- (2) It is understood that one (1) above does not apply to an employee who may be required to remain on assignment due to the absence or tardiness of another employee who is scheduled to relieve him/her, or to an employee who is held on the job up to the end of the scheduled shift.

### **(d) Emergency Call-In**

An employee who has left the plant and is called in by the Company to perform work shall receive not less than four (4) hours pay at base hourly rate or pay at one and one-half (1-1/2) times base hourly rate as overtime pay for such work performed, whichever is greater. If the work is performed on a day observed as a holiday, which the employee was not scheduled to work this guarantee, shall be in addition to holiday pay.

### **(e) Required Training**

An employee required to report to plant site or stay beyond his/her regularly scheduled shift for training purposes shall be entitled to the minimum guarantee of four (4) hours base hourly rate or actual hours worked at one and one-half (1-1/2) base hourly rate, whichever is greater.

## **Section 13. Jury Duty Pay**

Any employee who is required to serve on a municipal, county, or federal jury, or grand jury, shall be paid the base hourly rate for the time lost from the regularly scheduled work shift by reason of such service subject to the following

provisions:

(a) Notification of Supervision

Employees must notify their supervision within 24-hours after receipt of notice of selection for jury duty.

(b) Eligibility

In order to be eligible for such payments, the employee must furnish a written statement from the appropriate public official showing the date and time served and the amount of pay received.

**Section 14. Funeral Pay**

An employee who is excused from work because of the death of a member of his/her immediate family shall be paid at base hourly rate for time missed up to a maximum of three (3) consecutive scheduled workdays. For the purpose of this section, the term "a member of the immediate family" shall be defined as and be limited to the following: spouse, children, stepchildren, parents, stepparents, grandparents, grandchildren, brothers, stepbrothers, sisters, stepsisters, sons-in-law, daughters-in-law, brothers-in-law, sisters-in-law, parents-in-law of the employee, grandparents-in-law, and, if they reside in the employee's household, other dependent relatives.

**Section 15. Military Pay**

An employee who has completed his/her probationary period, who is a member of a reserve component of the Armed Forces and who is required to enter upon active annual temporary training duty, or temporary special service, shall be paid the difference between the amount of base pay received

from the Federal or State Government for such duty and the employee's base hourly rate for the time lost while on such duty up to a maximum period, beginning with the first (1st) regularly scheduled workday missed, of twenty-eight (28) calendar days per year. This includes one (1) weekend training period per calendar year subject to the maximum of twenty-eight (28) calendar days per year. Reimbursement is subject to the following provisions:

(a) Orders

An employee must submit to supervision, as soon as possible after receipt, evidence of orders to report for training.

(b) Statement of Service

When the employee returns to work he/she must submit to supervision a statement supporting payment for such duty.

(c) Hours not Credited

Time off from work paid for under this section shall not be counted as hours worked in the computation of overtime or premium pay.

(d) Exclusions in Determining Payment

Such items as subsistence, rental, travel allowance and pay for non-scheduled workdays, shall not be included in determining base pay received from Federal or State governments.

## ARTICLE XI WAGES

### Section 1. Base Hourly Rates

The base hourly rates, labor grades, and job classifications as set forth in the Appendices of this contract, which have been fixed on a permanent basis, shall remain in effect for the duration of this Contract, unless revised by the Union and Company.

## ARTICLE XII LAYOFF ALLOWANCE

### Section 1. Eligibility

- (a) Employees who are laid off by the Company on account of a reduction in force shall be paid a layoff allowance in accordance with the eligibility schedule in paragraph (c) below.
- (b) Employees terminated for medical reasons who do not qualify for benefits (excluding vested pensions) under the pension plan referred to in Article XIX or who are laid off without recall rights, shall be paid a termination allowance in accordance with the eligibility schedule.

### (c) Layoff Allowance Eligibility Schedule

#### CONTINUOUS SERVICE ALLOWANCE

Less than 3 months ..... No allowance

3 months but ..... 1 week  
less than 1 year ..... (or 40 hours)

1 year but ..... 1-1/2 weeks  
less than 3 years ..... (or 60 hours)

3 years but ..... 2-1/4 weeks  
less than 5 years ..... (or 90 hours)

5 years but ..... 3 weeks  
less than 7 years ..... (or 120 hours)

7 years but ..... 7 weeks  
less than 10 years ..... (or 280 hours)

10 years but ..... 8 weeks  
less than 1 years ..... (or 320 hours)

11 years but ..... 9 weeks  
less than 13 years ..... (or 360 hours)

13 years but ..... 10 weeks  
less than 15 years ..... (or 400 hours)

15 years but ..... 11 weeks  
less than 17 years ..... (or 440 hours)

17 years but ..... 11-1/2 weeks  
less than 18 years ..... (or 460 hours)

18 years ..... Same as for  
or more ..... 17 years plus  
..... 1/2 week (20 hours)  
..... for each added  
..... year of service



## **Section 2.** Occupational Disability

An employee who is terminated by the Company on account of reduction in force, who during the course of employment has suffered an occupational disability (as defined in Article XVII, Section 4) for which the Industrial Commission of Ohio has awarded a permanent partial disability of fifty (50) percent or more prior to the time of termination, shall receive an additional layoff allowance equal to the schedule in Section 1. Such employee shall be deemed to have no right to further employment with the Company.

## **Section 3.** Payments

Calculation of payments under Section 1 above shall be based on the employee's base hourly rate at time of layoff.

## **Section 4.** Recall Eligibility

An employee on layoff who is recalled and subsequently laid off will have his/her layoff allowance computed based on his/her most recent recall date plus any unused portion previously earned.

# **ARTICLE XIII VACATIONS**

## **Section 1.** Eligibility

Vacation eligibility is as follows:

- (a) An employee must complete one (1) year of Company Service Credit to obtain initial eligibility for two (2) weeks vacation.
- (b) During calendar years in which an employee completes from two (2) through four (4) years of Company Service

Credit, he shall receive two (2) weeks of vacation.

- (c) During calendar years in which an employee completes from five (5) through nine (9) years of Company Service Credit, he shall receive three (3) weeks of vacation.
- (d) During calendar years in which an employee completes from ten (10) through fourteen (14) years of Company Service Credit, he shall receive four (4) weeks of vacation.
- (e) During calendar years in which an employee completes from fifteen (15) through twenty-nine (29) years of Company Service Credit, he shall receive five (5) weeks of vacation.
- (f) During calendar years in which an employee completes thirty (30) or more years of Company Service Credit, he shall receive six (6) weeks of vacation.

All UDS employees hired during the "initial staff-up period" (as defined in this contract), whose adjusted UDS Company Service Credit date is prior to April 1, 1996, shall be privileged to a vacation eligibility of six (6) weeks after twenty-five (25) years of allowable UDS Company Service.

Any UDS employees hired during the "initial staff-up period" (as defined in this contract), whose UDS Company Service Credit date is prior to April 1, 1996, who have already earned their sixth (6th) week of vacation prior to coming to UDS shall not have their vacation allotment reduced by UDS.

All employees who are hired by UDS after the "initial staff-up period" (as defined in this contract) shall not receive six (6) weeks vacation until they achieve thirty (30) years of

allowable UDS Company Service Credit.

## **Section 2.** Extended Working Schedule

If a department is on an extended working schedule at the time a vacation is taken, the vacation pay shall be consistent with the employee's department's extended working schedule. However, an employee shall not be charged more than five (5) eight (8) hour days vacation for any one (1) work-week if he is a day worker. An employee who is on vacation shall receive the base hourly rate at the time the vacation was taken for each hour of vacation for which qualified.

## **Section 3.** Vacation Period

The vacation period shall be on a calendar year basis from January 1 to December 31 inclusive. All vacations shall be taken within the vacation period, except that an employee may defer vacation until the next vacation period.

## **Section 4.** Deferred Vacation

An employee may defer his/her vacation only until the end of the following vacation period. Any employee who is unable to take any deferred vacation due to occupational or non-occupational disability will be paid for any unused portion thereof.

In addition to deferring vacation, an employee may elect to participate in the Vacation Banking Program. Requests to participate in the program shall be submitted to the Company prior to November 30th of each calendar year. Banked vacation shall be credited to the employee's account January 1st of each year.

- (1) An employee may elect to bank up to one half (1/2) of their annual earned vacation up to a maximum of twelve (12) weeks (i.e., 60 workdays).
- (2) A participating employee can, following two (2) years from initiating participation, use up to two (2) weeks of banked vacation during a calendar year (begins January 1 of each year). Such use will be with prior approval of Human Resources and the employee's supervisor and is subject to scheduling by vacation policies. In a case of extreme hardship or medical emergency, more than two (2) weeks of banked vacation may be used if all of the current year's vacation and all deferred vacation have been used, and with approval from the Manager of Human Resources.
- (3) Vacation hours banked at the time of an employee's separation from the Company will be paid to the employee upon separation. Separation shall be defined as when an employee is laid off, released, resigns, retires, or dies.
- (4) All vacation hours banked will be paid out at the employee's hourly rate of pay as of the date of use or of his/her separation from the Company.
- (5) The Vacation Banking Program is not to be construed as an ERISA plan, and all payments will be made out of the general assets of the Company.

At the end of a calendar year, any unused vacation from that calendar year that is not banked will automatically be deferred. Deferred vacation from the previous year that is not used or banked will be lost.

## **Section 5.** Holiday During Vacation Period

If a day observed as a holiday occurs during an employee's vacation, such employee shall receive eight (8) hours pay at

base hourly rate in addition to vacation pay, and may elect to take a day of excused absence without pay, consecutive with the vacation, provided such additional day of absence is scheduled in advance.

#### **Section 6.** Scheduling

Vacations are scheduled by the Company to be taken during the vacation period. Preference within a department, shift, or group as to dates shall be given on the basis of seniority, provided such preference is indicated prior to April 1. It is understood that such preference shall include vacation deferred from the preceding vacation period. An employee entitled to vacation may divide the vacation days into portions, some of which may be whole hour portions, in accordance with the following Schedule:

- (a) Less than five (5) years continuous service - two (2) days (16 hours)
- (b) Five (5) years continuous service but less than ten (10) years continuous service - four (4) days (32 hours)
- (c) Ten (10) years or more continuous service - five (5) days (40 hours)

Vacations will be scheduled in accordance with UDS policies and as mutually agreed to from time to time.

#### **Section 7.** Exiting Employees

An employee who is laid off, released, discharged, or who resigns, shall be paid for vacation earned but not taken at the time employment is terminated.

#### **Section 8.** Deceased Employees

In the event an employee who is entitled to a vacation dies

before taking that vacation, the person designated as beneficiary of his/her group Life Insurance shall be entitled to the vacation pay in the manner permitted by law. It is understood that the same person will receive any banked vacation pay in the manner permitted by law.

#### **Section 9.** Occupational Disability - Eligibility

An employee who loses time from the active payroll due to an occupational disability shall not have vacation reduced because of time lost due to such disability, but shall be entitled to take vacation after returning to work.

#### **Section 10.** Retirees - Pro Rata Vacation

##### Vacation Pay at Time of Retirement

Vacation hours remaining, not to include banked vacation hours, may, at the employee's option, be taken as time off or paid in a lump sum at retirement. In addition, the employee will receive a lump sum payment for a pro rata portion of the following year's vacation based upon the number of full months elapsed prior to the employee's retirement date.

The fraction of a pro rata portion to be paid is determined by dividing by twelve (12), the number of full months from January 1, to the date of retirement.

Exceptions to the general rule governing the calculation of pro rata vacation are:

1. If, because of leave of absence, the employee has not worked during the year in which retirement occurs, the employee nevertheless is eligible for pro rata vacation pay. This pay is determined by the number of full months elapsed from the first of the year in which the

employee last worked until the start of the absence.

Since the employee has not worked during the year in which retirement occurs, no current year's vacation is due.

2. If the employee has worked during the year in which retirement occurs but was on leave of absence for a period immediately preceding retirement, any period of such leave of absence which equals one or more full months is to be deducted in calculating the pro rata vacation payment. (Note: Reinstatement from leave of absence for vacation does not constitute "working.")

#### **ARTICLE XIV HEALTH AND SAFETY**

The Union and the Company jointly commit to an approach to safety, which is based on Integrated Safety Management System (ISMS) principles. A basic tenant of these principles is worker involvement.

##### **Section 1. Health and Safety Program**

- (a) The parties agree that health and safety is of the highest priority. The Union and Company recognize the importance of maintaining a safe and healthful work environment and shall cooperate to further improve the health and safety programs and to encourage employees to follow safety policies and procedures as established in order to achieve these objectives. The company will maintain an ALARA program.
- (b) The Company is responsible for maintaining a safe and healthful work place. The Company shall maintain a monitoring program that effectively determines expo-

sure levels to all chemicals or physical agents, which are known to be hazardous in the work place. The present practice of providing the Union with copies of monitoring reports shall be continued. Results of such surveys will be made available to employees who request such information through their supervision.

- (c) Employee(s) may present to appropriate supervision or through the suggestion system their recommendations in writing on matters relative to safe, sanitary, and healthful working conditions. They will be advised in writing of the disposition of such written recommendations and may discuss such written recommendations with appropriate safety representatives.
- (d) No employee shall be required to perform work under conditions which are unsafe beyond the normal hazards of the operation in question. In such cases, the employee may discuss the matter with supervision and appropriate UDS health and safety personnel. If the problem is not resolved, the employee may contact the appropriate UDS manager for a decision. Any health or safety problem can be a proper subject for the grievance procedure after it has first been reviewed by the Company-Union Health and Safety Committee.
- (e) All employees shall be given Health and Safety training appropriate to their work environment.

##### **Section 2. Company-Union Health and Safety and ALARA Committee**

- (a) A joint Company-Union Health and Safety and ALARA Committee shall be established to consider health and safety matters of mutual concern and make appropriate recommendations. The Committee shall consist of

eight (8) members: four (4) members to be selected by the Company, and four (4) members to be selected by the Union. The control of radiation and toxic chemical exposure to UDS employees to levels "As Low As Reasonably Achievable" (ALARA) is a commitment of the UDS health protection program.

The following shall apply to the Committee:

- (1) Meetings may be held monthly as determined by the Committee.
- (2) One (1) of the eight (8) members of the Committee shall act as Secretary and take the minutes of the meeting.
- (3) Distribution of the minutes of each meeting of the Committee shall include all attendees and each employee whose suggestion or complaint was discussed during the meeting.
- (4) This committee will review various aspects of employee exposure relative to work activities and will develop ALARA recommendations to be presented to UDS management. These recommendations may encompass broad areas, such as PAL dose guidelines, engineering controls, and work practices. A joint review by the President of USW Local 5-689 and UDS management will be conducted quarterly to help ensure that Committee recommendations constructively strive to address these issues.
- (5) The Company recognizes that the role of the Union in health and safety matters is an advisory one.
- (6) The Company shall provide for safety related

training for the Union representatives on the Company-Union Health and Safety and ALARA committee. Such training shall be not less than forty (40) hours per individual per year for each Union worker on the committee.

### Section 3. Safety Equipment and Devices

#### (a) Clothing

The Company shall continue to make provisions for the safety and health of employees while at work. The Company shall continue its practice of providing safety equipment and devices and such clothing (including shoes) as the Company requires employees to wear for their own protection. The term "requires" as used herein does not imply that the present policy of making clothes available on certain specified jobs shall be changed.

It is intended; however, that the present policy shall remain flexible to meet changing conditions.

#### (b) Prescription Glasses

The Company shall continue to furnish prescription safety glasses (tinted or otherwise) to employees as required by job assignment or a prescription approved by an ophthalmologist.

#### (c) Lockers Provided

Employees shall be provided with adequate locker(s).

#### **Section 4. Medical**

##### **(a) Records**

Records relating to the radiation exposure of employees shall be maintained by the Industrial Hygiene and Health Physics Department. Such records shall be made available to the employee upon written request, or as required by DOE regulations.

##### **(b) Physical Examination**

- (1) Employees shall be scheduled for routine physical examination in the Medical Department each two (2) years on an optional basis. Because of work assignment, some employees may be scheduled for required physical examination more often if deemed necessary by the Medical Department. This may include invivo counting. The employee shall be verbally informed of the results of such examinations by the Medical Department. Upon a written request of the employee the results of an examination shall be mailed to his/her personal physician.
- (2) If the required periodic comprehensive physical examination discloses a medical disability (other than one caused by a nonoccupational injury) which is disqualifying, in the judgement of the Medical Department as to the job then held by the employee, but not as to some other job or jobs, to be transferred to a job consistent with his/her medical restrictions and consistent with his/her length of service. Such employee must be qualified for the job prior to being transferred into it.
- (3) While in such other job, the employee's rate of pay

shall be the applicable rate of the job held by him/her at the time of disqualification or the rate of the job to which he/she has been transferred, whichever is the higher.

- (4) Should the disability be determined by the Medical Department on the basis of the finding of the employee's private physician - i.e., should such a finding be accepted by the Medical Department in lieu of undertaking its own required periodic comprehensive physical examination - the rate-retention provisions set forth above shall apply equally to that disability.
- (5) When, in the judgment of the Medical Department, the employee's medical disqualification no longer exists, the employee may be re-assigned to a job consistent with his/her seniority rights, and qualification and shall therewith lose the above-specified rate protection.

#### **ARTICLE XV JOB DESCRIPTIONS**

##### **Section 1. Agreement**

The agreed upon job descriptions are a part of this Contract. They describe in general terms the core duties, responsibilities, and job content of each of the classifications established in this contract. As a result of the reduction of the total number of job classifications recognized in this contract to five (5), duties formerly accomplished by previously existing job classifications will now be accomplished by these five (5) remaining job classifications. The intended work flow from former job classifications into the present five (5) job classifications is indicated by Appendix "F" of this col-

lective bargaining agreement.

## **Section 2. Past Practice**

As these job descriptions are general in nature, and the reduction in job classifications having recently been negotiated, there shall occur some tasks, which are not specifically listed in any of the classifications. There shall be no change as to which classification performs certain work, once it has been established, unless changed by agreement of the joint classification committee. Unresolved disputes concerning the assignment of tasks are subject to the Grievance Procedure beginning at Step 4.

## **Section 3. Joint Classification Committee**

The Joint Classification Committee may provide an option to the Company and the Union in handling specific issues as described below. The parties recognize and agree that the Joint Classification Committee will only be used as a tool in handling these issues in instances where both parties mutually agree to such process. This process is entirely optional and shall not proceed over the objection of either of the parties. The decision not to employ the Joint Classification Committee shall not limit the ability of either party to pursue issues through alternate means.

All rights of both parties shall be preserved if no agreement is reached through the Joint Classification Committee if such an effort is undertaken.

A Joint Classification Committee composed of three (3) members each from the Company and the Union is established. This Committee shall evaluate and approve new classifications, modifications and deletions to classifications during the term of this contract.

A joint classification committee will review and approve job descriptions and rate evaluations as well as defining the assignment of unlisted tasks to the appropriate classification or classifications.

New classifications or changes in classification will not be implemented without the approval of two (2) members representing each party.

## **ARTICLE XVI MISCELLANEOUS**

### **Section 1. Work by Non-Bargaining Unit Personnel**

#### **(a) Definition**

Non-bargaining unit personnel shall consist of any individual in the employ of URANIUM DISPOSITION SERVICES who is not represented by Local 5-689, USW.

#### **(b) Emergency-Instructional**

Non-bargaining unit personnel shall not do work normally performed by the bargaining unit. This does not prevent such non-bargaining unit personnel from performing necessary functions such as operating equipment or processes in emergencies or from instructing employees.

#### **(c) Experimental**

Development personnel engaged in work of a development or experimental nature may perform manual work provided that such work does not deprive bargaining unit employees of work normally done by bargaining unit employees.

## **Section 2.** Payday

Friday is the regular payday for the workweek ending seven (7) days prior thereto. Weekly paychecks or direct deposit advice statements will be delivered to employees by U.S. mail. The Company shall continue to permit employees whose vacations are scheduled not less than two (2) weeks in advance to be paid their vacation pay on their last scheduled workday prior to the start of such vacation.

## **Section 3.** Bulletin Boards

The Union shall be permitted the use of a sufficient number of designated Company bulletin boards for notices and announcements of official business. All such notices and announcements shall be submitted to the Company for approval and posting.

## **Section 4.** Union Representatives - Plant Supervision

The Union agrees to furnish the Company with a current list of its accredited representatives.

## **Section 5.** Working Shift - Union Representatives

The Company agrees to allow Local Union officers employed by UDS to work on day shift, as long as each is serving in such representative capacity, provided the Local Union so requests in writing. The Local Union recognizes that such agreement may cause a more senior employee off of a day shift.

## **Section 6.** Non-Discrimination

No employee shall be discriminated against by reason of race, religion, color, national origin, sex, age, handicap, or veteran status.

## **Section 7.** Written Notice - Policy Changes

The Company shall give the Union prior written notice, where practicable, of changes in policies, which directly affect employees of the bargaining unit.

This shall not be construed to be a waiver of the Union's right to bargain on negotiable issues, nor shall it be constructed to grant bargaining rights on issues where no such right otherwise exists.

## **Section 8.** Working Conditions

Any benefit, privilege, or working condition, not specifically exempted by this agreement, provided or extended to employees in the past under UDS employment, will not be discontinued without prior discussion between the Company and the Union Negotiating Committees. In the event a mutual agreement cannot be reached, the Company may take action, and the matter may be submitted to Arbitration for a binding decision as to whether the change is valid and reasonable.

This shall not be construed to be a waiver of the Union's right to bargain on negotiable issues, nor shall it be constructed to grant bargaining rights on issues where no such right otherwise exists.

## **Section 9.** Auxiliary Emergency Squad

Employees on each of the rotating shifts may be selected from among volunteers to assist in emergencies. If an insufficient number of employees volunteer on any shift, the Company may assign employees with the least plantwide seniority from that shift to such duty. Certain jobs; however, must have coverage at all times and assignment or volunteers from these groups



must be totally or partially excluded. The type and frequency of preparatory training for such assistance shall be at the discretion of the Company. The Union recognizes and agrees that the Company at its sole prerogative, and without challenge from the Union, may choose not to establish or man an Auxiliary Emergency Squad (AES) at all.

The Company and the Union agree to the following in regard to employees with work restrictions assigned to the AES in the event the company elects to establish and man an AES.

(a) Action

- (1) An employee with a permanent work restriction should be removed from the AES.
- (2) An employee with a temporary work restriction should not be permitted to serve on the AES for the duration of the restriction.

(b) Procedure

- (1) The appropriate Manager will notify the Medical Department of the name, department and badge number of current AES members and inform them of any change in the current list.
- (2) The Medical Department will flag medical records to identify employees serving on the AES.
- (3) Employees on the AES will be scheduled for annual mandatory physical examinations.
- (4) The Medical Department will notify the appropriate UDS manager whenever work restrictions are imposed or removed for a member of the AES.

**Section 10. Educational Assistance**

The Company shall provide financial assistance to eligible employees who while still employed and outside of their regular working schedule satisfactorily complete approved courses in accordance with educational assistance programs as established by the Company.

**Section 11. Definition - Days**

The term "days," as used in this Contract, shall mean consecutive calendar days except as otherwise indicated.

**Section 12. Utilization of Work Force**

- (a) The Company recognizes a responsibility to utilize all its employees and will not subcontract work normally performed by the bargaining unit employees without giving full consideration to the classification that normally performs the work. The bargaining unit employees will perform the work that they normally perform:
  - 1) where time limits for job completion will permit;
  - 2) where sufficient qualified personnel are present; and
  - 3) where resources are available.
- (b) If the workload exceeds the staffing or skills of the employees present within the job classification that normally performs the work, then the work may be subcontracted to supplement the workforce within the classification. If such work which has been assigned and begun during the regular work week requires overtime, personnel in the affected classification shall be offered a reasonable amount of overtime so long as the requirements in (a)

above are satisfied.

- (c) It is understood that bargaining unit employees who normally perform the work in question shall not be displaced or laid off as a direct result of work being subcontracted.
- (d) If it is necessary to subcontract work normally performed by the bargaining unit, the Company shall inform the Local Union President. Upon request, the Company shall meet with the Local President to give an explanation of the nature of the work, approximate dates, contractor, and the reasons for the Company's decision to subcontract such work.
- (e) The Company will agree to share appropriate information with the Union concerning the Davis-Bacon process. The Union will be given opportunity to input facts and other information prior to labor standards determinations being submitted to DOE for review. It is agreed that this involvement in the Labor Standards Determination process shall not begin until construction of the Portsmouth DUF6 Plant has been completed.

### **Section 13.** Smoking Policy

Smoking is prohibited in all plant buildings and other enclosed structures. Smoking in UDS or government vehicles is prohibited. Smoking is not permitted in any area of the plant unless the area has been designated by the Company as a "Smoking Area."

### **Section 14.** Representation of UDS Union Employees by Non-UDS Union Employees

UDS will pay an amount equal to one (1) full time employee

to the employer of record of a Union officer to be designated by the Union. Once the Union officer has been so designated by the Union the payment will continue to be made to the appropriate employer until there is a change in status.

This agreement will not become effective until one (1) month prior to start of operations of the Portsmouth DUF6 Plant.

## **ARTICLE XVII**

### **SICKNESS AND ACCIDENT PLAN**

Non-Occupational Disability Pay (Short-Term Disability Pay)

#### **Section 1.** Eligibility

Provided the "Conditions of Payment" outlined in Section 2 below are met, an hourly paid employee shall receive weekly, as due, non-occupational disability payments if he or she:

- (a) has one (1) month or more of continuous service as determined in accordance with the rules set forth in Article VIII, Section 2.
- (b) provides the Company, if it so requests, with a doctor's certificate as proof that absence was due to a legitimate non-occupational disability.
- (c) is absent in excess of sixteen (16) consecutive scheduled work hours.
- (d) reports the absence and the cause of absence to immediate supervision within the foregoing sixteen (16) hour period.

## **Section 2.** Conditions of Payment

### **(a)** Exclusions

Non-occupational disability payments shall not be made for:

- (1) Any period of incapacity during which the employee is not under treatment by a licensed or practicing physician; or
- (2) Any sickness or injury caused directly or indirectly by war or riot; or
- (3) Any intentionally self-inflicted injury.

### **(b)** Limitation

Payments under this plan shall be made only to employees whose absence is due to non-occupational disability and shall not be paid to employees who are absent for other reasons.

## **Section 3.** Payment

### **(a)** Waiting Period

No payments shall be made for the first (1st) sixteen (16) consecutively scheduled work hours of absence for any non-occupational disability unless the disability continues for twenty-five (25) consecutively scheduled workdays or more, or the employee is admitted to a hospital as an inpatient for medical treatment or surgery, or treated on an outpatient basis and provided services that would otherwise require admission to the hospital as an inpatient during the first (1st) two (2) waiting days of

a certified non-occupational disability.

For the purposes of non-occupational disability absences and payments, a workday in which less than four (4) hours of work is performed or paid for is considered a workday of absence.

### **(b)** Payment Period

Following the sixteen (16) hour waiting period, payments for any one period of non-occupational disability shall be made for a period of time, which is dependent on the length of the employee's continuous service in accordance with the following schedule:

#### Maximum Number of Weeks of Continuous Service Payment Per Absence

1 month but less than 1 year.....	2 weeks
1 year but less than 2 years.....	4 weeks
2 years but less than 3 years.....	6 weeks
3 years but less than 4 years.....	8 weeks
4 years but less than 5 years.....	10 weeks
5 years but less than 6 years.....	12 weeks
6 years but less than 7 years.....	14 weeks
7 years but less than 8 years.....	16 weeks
8 years but less than 9 years.....	18 weeks
9 years but less than 10 years.....	20 weeks
10 years but less than 11 years.....	22 weeks
11 years but less than 12 years.....	24 weeks
12 years but less than 13 years.....	26 weeks
13 years but less than 14 years.....	28 weeks
14 years but less than 15 years.....	30 weeks
15 years but less than 16 years.....	32 weeks
16 years but less than 17 years.....	34 weeks
17 years and over .....	36 weeks

(c) Amount of Pay

Excluding the sixteen (16) hour waiting period, the amount of payments shall be eighty-five (85) percent of the base hourly rate the employee is receiving for each scheduled work hour of such absence not compensated for under any other provision of this Contract, but not to exceed a total compensation of eight (8) hours for any one (1) workday nor the period of time determined from (b) above, except as provided in Article XIII, Section 4.

**Section 4. Occupational Disability Pay**

(a) Any employee who is absent from work because of an occupational disability arising out of and in the course of employment, unless purposely self-inflicted, or due to willful misconduct, violation of plant rules, or refusal to use safety appliances, shall be granted a leave of absence in accordance with Article IX. When properly approved by the Company, an employee shall be paid an amount equal to the difference between his/her base hourly rate and any payments received from Workers' Compensation. When there is no question concerning the occupational nature of the disability an estimate may be made of the amount of this difference and payment may be made before Workers' Compensation claim has been approved. An adjustment may be necessary after payments are being made on a regular basis. Such payment shall cease when the employee is determined to be permanently disabled, when the employee becomes eligible for disability retirement benefits under the terms of the Pension Plan provided for in Article XIX of this Contract or when the Company's doctor finds the employee is able to return to work.

(b) An employee who is scheduled for layoff because of reduc-

tion in force while receiving occupational disability make-up payments under this section will have such payments extended to, but not beyond, the date the individual either becomes able to work, reaches maximum (predictable) possible recovery, or six (6) months after the scheduled layoff date due to reduction in force, whichever of these first occurs. Occupational disability make-up pay will not be extended beyond layoff except to those cases and to the extent described in this Subsection (b). An employee on occupational disability at the time of layoff will be paid layoff allowance in a lump sum.

(c) When an individual is temporarily totally disabled (occupational) at the time of recall, he/she will be bypassed.

When able to return to work, the employee can return and displace the least senior person in the classification, provided that he/she has more seniority. Seniority will begin the date he/she would have been recalled had he/she not been temporarily totally disabled at the time of original recall.

The intent is for the individual not to gain or lose seniority while on occupational disability and laid off.

**Section 5. Basis of Payment**

All disability payments provided for in this Contract shall be reduced by the amount or amounts of any other benefits which might be provided through state or federal legislation for the same type of disability and for the same period of absence.

**Section 6. Rate of Pay**

Non-occupational and occupational disability payments shall

be based on the rate the employee would be receiving if working.

### **Section 7. Long-Term Disability Plan**

- (a) Administration of the Long-Term Disability (LTD) Plan Under the Portsmouth USW Collective Bargaining Agreement Sickness and Accident Plan, there may be situations whereby Sick Leave coverage could end prior to LTD Plan benefits beginning according to the current USW Sickness Accident Plan schedule; therefore, no payment would be made to participants should this occur during this time period. However, in no situation will LTD coverage or payment be in effect until the Portsmouth USW scheduled time off under Sick Leave is exhausted from the date of disability. Eligible employees must have been an active employee before any benefits can be received, and all pre-existing conditions, exclusions, and reductions of benefits apply.

The administration of the LTD Plan and the payment of benefits under this Plan shall be handled directly by the Insurance Provider, it being understood that a claimant whose benefits claim is denied may contest such denial with the Insurance Provider, but that he or she shall have no redress against UDS. It is agreed, however, that in any case in which an employee claiming benefits under this Plan and desiring to file such claim with the Insurance Provider becomes engaged in a non-medical factual dispute with UDS in connection with such claim (such as a disagreement over his or her earnings group, eligibility, employment status, amount of Company Service Credit or other non-medical factual question) such employee and the Union may process a grievance in accordance with the terms of this Contract. It is agreed,

however, that any and all medical questions in dispute shall be determined solely by the Insurance Provider. It is understood that UDS shall retain the right to select and arrange with an Insurance Provider to provide certain benefits available under these Plans; and to replace the Insurance Provider from time to time as it may deem appropriate; and to change the provisions of the LTD Plan for collective bargaining unit employees consistent with salaried employees LTD plan provisions.

- (b) Company Service Credit During Approved Non-Occupational or Occupational Absences

An employee who is disabled and unable to work will receive UDS Service Credit for the period of his or her LTD approved by the Insurance Provider.

- (c) Benefit Program

The LTD Program benefits apply to bargaining unit and non-bargaining unit employees and is a contractual arrangement between the Insurance Provider and UDS on behalf of all UDS employees.

- (d) Pre-existing Condition

A participant in the plan may be disabled due to a pre-existing condition. No benefits are payable under the plan in connection with that disability unless the first (1st) six (6) months of that disability began after participant was an active employee under this plan for twelve (12) consecutive months. A pre-existing condition is an injury, sickness, or pregnancy which occurred in the three (3) months before you were hired by UDS and for which you:

- (1) Received medical treatment consultation, care, or services, or
- (2) Took prescription medications or had medications prescribed, or
- (3) Had symptoms or conditions, which would cause a reasonably prudent person to seek diagnosis, care, or treatment.

(e) Exclusions

This plan does not cover any disability that results from or is caused by or contributed to:

- < War, insurrection or rebellion, or
- < Active participation in a riot, or
- < Intentional self-inflicted injuries or attempted suicide, or
- < Committing a felony.

No benefits are payable for claims submitted more than one year after the date of disability. However, a participant can request that benefits be paid for late claims if a participant can show that:

- < It was not reasonably possible to give written proof of disability during the one (1) year period and,
- < Proof of disability satisfactory to Insurance Provider was given to Insurance Provider as soon as was reasonably possible.

A participant is required to apply for social security and any other income they may be eligible to receive as a result of their disability. Insurance Provider provides assistance to participants in applying for social security disability benefits.

(f) Reduction of Benefits

Long-term disability benefits are reduced by certain sources of income that are payable to the participant because of disability, unless otherwise provided by law. Other benefit income that may reduce long-term disability benefits includes but is not limited to:

- < Workers Compensation benefits or benefits provided under a similar law, state disability benefits, and other statutory benefits for disability or unemployment, except where otherwise established by a law or ruling that specific compensation benefits shall not be counted to reduce or offset insurance or disability payments;
- < Benefits provided through UDS benefit plans including pension and Business Travel Accident insurance plans to the extent benefits are attributed to the Company's contribution, and;
- < Social security benefits.

(g) Medical Arbitration

The UDS Company's long-term disability is separated into two (2) phases. The first (1st) phase includes the first twenty-four (24) months a participant is disabled. During this period, employees are considered disabled if they are unable to earn more than eighty (80) percent of their pre-disability earnings at their own occupation for any employer in the local economy. During the second (2nd) phase, employees are considered disabled if they are unable to earn more than sixty (60) percent of their pre-disability income from any local employer at any gainful occupation, hereafter, referred to as totally and permanently disabled. An employee is only entitled to a third (3rd) doctor's opinion if a dispute arises as a result of an employee's claim

that he/she is totally and permanently disabled as defined above and continues to be totally and permanently disabled, the dispute shall be resolved in the following manner upon the filing with the UDS Company of a written request for review by such employee not more than sixty (60) days after receipt of denial.

The employee shall be examined by a physician appointed for the purpose by the UDS and by a physician appointed for the purpose by the Union. If they disagree concerning whether the employee is totally and permanently disabled, the question shall be submitted to a third (3rd) physician selected by such two (2) physicians. The medical opinion of the third (3rd) physician, after examination by him or her of the employee and consultation with the other two (2) physicians, shall be final and binding on UDS, the Union, and the employee. The fees and expenses of the third (3rd) physician shall be shared equally by UDS, and the Union.

#### Conditions of Payment for Long-Term Disability

(a) Payments under the Long-Term Disability Plan will not be made for:

- (1) Any disability occurring during the first twelve (12) months that the employee's plan coverage is in effect if caused by any condition for which he/she received treatment during the six (6) month period before his/her coverage became effective, or
- (2) Any period of incapacity beyond the second (2nd) consecutive calendar day during which the employee is not under treatment by a licensed practicing physician, or
- (3) Any disability caused directly or indirectly by war declared or undeclared, or
- (4) Any intentionally self-inflicted injury, or

- (5) Any disability resulting from commission of a felony, or
- (6) Any disability due to willful misconduct, violation of plant rules, or refusal to use safety appliances.

(b) Payments under these plans will be made only to employees whose absence is due to non-occupational or occupational disability and will not be paid to employees who are absent for other reasons.

(c) Payments will only be made when UDS is provided, if it so requests, with a doctor's certificate, subject to confirmation by a doctor selected by UDS, as proof that the employee's absence was due to legitimate non-occupational or occupational illness or injury.

(d) Payments will only be made when employees properly report their absence and the cause of their absence to the proper UDS representative in a prompt manner.

(e) Payments are applicable only for the normal workweek and normal workday. In the event that working hours of the plant are changed, it is understood that payment under the above schedule will be changed in direct proportion to the change in working hours.

(f) It is recognized by the Union that UDS has a continuing interest in reducing absenteeism, no matter what the cause.

## ARTICLE XVIII INSURANCE

### Section 1. Group Life

- (a) The Company shall maintain the plan of life and accidental death and dismemberment insurance for hourly employees which became effective June 27, 2005 and provides the following Basic and Supplemental Group Life Insurance benefits.

(1) Basic Group Life Insurance benefits will:

- A. Provide an employee's beneficiary with an amount equal to at least two (2) years' pay if he/she should die before age 65 while an active employee, or as described within the UDS Employee handbook.
- B. Provide an employee with a reduced amount of life insurance after age 65.
- C. Provide an employee with continued protection until at least his/her 65th birthday in the event of total disability while employed.

(2) Supplemental Group Life Insurance Benefits will:

- A. Provide an employee's beneficiary with an amount equal to at least an additional year's pay in the event of death before age 65 while an active employee.
- B. Provide an employee with continued protection until at least his/her 65th birthday in the event of total disability while employed.

- (b) Benefits under the Group Life Insurance Plan, for eligible employees who participate in the plan are set forth in

the booklet entitled "UDS Employee Benefits Handbook for Portsmouth" dated June 27, 2005 which is attached hereto and made a part thereof.

- (c) Participation in the Basic Group Life Insurance Plan shall be provided at no cost to the employee.

- (d) Participation in the Supplemental Life Insurance Plan is voluntary.

### Section 2. Health Benefits Program

- (a) Effective June 27, 2005, the Company will provide a comprehensive plan as set forth in the "UDS Employee Benefits Handbook for Portsmouth" booklet dated June 27, 2005, (such booklet to be considered a part hereof) which shall include:

- (1) A Comprehensive Medical Plan.
- (2) A Vision Care Plan.

- (b) Such plan shall continue in effect through May 1, 2014, under the following terms and conditions:

- (1) The Company shall arrange with an insurance company to make available to participating employees in the bargaining unit certain benefits set forth in the booklet entitled "UDS Employee Benefits Handbook for Portsmouth dated June 27, 2005."
- (2) The gross cost of the comprehensive medical plan shall be shared by the Company and participating employees. Each employee who enrolls in the plan shall pay the applicable rate, such rate representing twelve (12) percent of the total gross cost. The Company shall pay the remaining eighty-eight (88) percent of the cost.



- (3) Employee participation in the plan shall be on a voluntary basis. Employees who enroll in the plan shall authorize the Company in writing to deduct from their pay the applicable rate.

### **Section 3. Dental Plan**

- (a) The Company shall maintain the Dental Plan for hourly employees. The plan is included in the "UDS Employee Benefits Handbook" for Portsmouth dated June 27, 2005. This booklet is attached hereto and made a part of this contract. The Dental Plan shall provide the following benefits:

#### **(1) Maximum Benefits**

- A. A \$10,000 lifetime maximum, \$1,000 in any calendar year
- B. \$1,000 lifetime maximum for orthodontics

#### **(2) Deductible Amount**

- A. \$25 applied against Type B and Type C expenses incurred in any one-calendar year
- B. \$50 maximum per family

#### **(3) Coverage**

- A. Type A Expenses - 100% of R&C charges, no deductible
  - 1. Dental X-rays
  - 2. Oral examination
  - 3. Cleaning
- B. Type B Expenses - 80% of R&C charges, \$50 deductible
  - 1. Routine restoration
  - 2. Treatment of gum disease

- 3. Root canal therapy
- 4. Extractions and oral surgery
- C. Type C Expenses - 50% of R&C charges, \$50 deductible
  - 1. Crowns
  - 2. Bridgework
  - 3. Dentures
- D. Type D Expenses - 50% of R&C charges, no deductible
  - 1. Orthodontics (\$1,000 lifetime maximum)

- (b) Benefits under the Dental Plan, for eligible employees and dependents who participate in the Plan are set forth in the booklet entitled the "UDS Employee Benefits Handbook for Portsmouth" dated June 27, 2005 which is attached hereto and made a part hereof.

- (c) The Company shall pay eighty-eight (88) percent and the employee twelve (12) percent of dental plan premiums.

### **Section 4. Special Accident**

- (a) The Company will make available to eligible hourly employees Special Accident Insurance as set forth in the "UDS Employee Benefits Handbook for Portsmouth" dated June 27, 2005 which is attached hereto and made a part thereof.
- (b) Coverage may be elected from a minimum of \$25,000 to a maximum of \$500,000 in multiples of \$25,000 (Principal Sum). An amount greater than \$250,000 may be selected only if it does not exceed three (3) times basic earnings unless coverage is currently in place with greater cover amounts.

- (c) An employee may insure his spouse and/or dependent children by electing the family plan in accordance with the booklet.
- (d) The costs to employees for "Special Accident Insurance" are set forth in the "UDS Employee Benefits Handbook for Portsmouth" which is dated June 27, 2005.

#### **Section 5. General**

- (a) In the event of the enactment or amendment of any Federal or State law providing for benefits similar in whole or in part, to those covered by this Agreement, and requiring either: (a) compulsory participation by any employee or the Company; (b) compulsory payment of taxes or contributions by any employee or by the Company; or (c) benefit costs either to any employee or the Company different from those provided for under this Agreement then the parties hereto agree that they will amend this Agreement so as to provide that the total cost to the Company for insurance benefits of whatsoever nature for its employees will not be greater in amount than such costs as provided by law or by this Agreement, whichever costs are greater.
- (b) The Company shall arrange through an insurance company(s) or other carrier(s) for coverage providing benefits under the above Plans.

#### **ARTICLE XIX PENSION**

- 1. The specific terms and conditions applicable to the Defined Benefit Pension Plan are contained in the "UDS Employee Benefits Handbook for Portsmouth". Such handbook being an attachment to this contract.

- 2. It is understood that if any dispute arises from the denial of a Bargaining Unit employee's claim for benefits under the Defined Benefit Pension Plan, other than the type of dispute to which section 3 below pertains, then such dispute may be taken up through the Grievance and Arbitration Procedure of the principal Collective Bargaining Contract then in effect between the parties.
- 3. If any dispute arises as the result of the denial of a Bargaining Unit employee's claim that he/she is totally and permanently disabled within the meaning of the Defined Benefit Pension Plan or that such a disabled former employee continues to be so disabled, the dispute shall be resolved in the following manner upon the filing with the Company of a written request for review by such employee or former employee not more than sixty (60) days after receipt of the denial.

The employee shall be examined by a physician appointed for the purpose by the Company and by a physician appointed for the purpose by the Union. If they disagree concerning whether the employee is totally and permanently disabled, the question shall be submitted to a third (3rd) physician selected by such two (two) physicians. The medical opinion of the third (3rd) physician, after examination by him/her of the employee and consultation with the other two (2) physicians, shall be final and binding on the Company, the Union and the employee. The fees and expenses of the third (3rd) physician shall be shared equally by the Company and the Union.

- 4. It is understood that an employee who retires and commences to receive a Pension Benefit (as distinguished from a Disability Benefit) will have no rights to resume active employment with the Company.

5. The obligation of the Company to maintain the Defined Benefit Pension Plan, as herein provided, is subject to the requirement that approval by the Internal Revenue Service for the amended Plan is received and maintained continuously as:

(a) Qualifying under Section 401 of the Internal Revenue Code or any other applicable section of the Federal tax laws (as such Sections are now in effect or are hereafter amended or enacted); and

(b) Entitling the Company to deduction for payments under the Plan pursuant to Section 404 of the Internal Revenue Code or any other applicable section of the Federal tax laws (as such Sections are now in effect or are hereafter amended or enacted).

In the event that any revision in the Defined Benefit Pension Plan is necessary to receive and maintain such approval or to meet the requirements of any other applicable Federal law, the Company and the Union shall resume negotiations for the purpose of reaching agreement on such revision, it being understood that such revision shall be held to a minimum, adhering as closely as possible to the intent expressed in the Defined Benefit Pension Plan and in this Agreement.

6. Retirees shall pay twenty-five (25) percent of health care premiums for health care coverage until they reach the age of 65.

7. For employees retiring and first eligible to receive a benefit starting on or after February 1, 1989, the Company will pay one-half (1/2) the cost of the Major Medical Medicare Supplement Plan for the retirees at the time the retiree reaches age 65, provided the retiree is en-

rolled in Medicare Part A and Medicare Part B, and for the retiree's spouse or surviving spouse at the time the spouse reaches age 65, provided the spouse or surviving spouse is enrolled in Medicare Part A and Medicare Part B, and providing such applicants meet the eligibility requirements of the Plan.

The Company shall arrange through an insurance company(s) or other carrier(s) to provide the benefits set forth in the booklet entitled "Retirees Major Medical Medicare Supplement Plan."

8. Whether an employee is hired during or after the "Initial Staff-Up Period" (as defined in Article VIII, Section 1(e) of this contract) shall have no bearing upon their eligibility to participate in the Defined Benefit Pension Plan. Eligibility to participate in the Defined Benefit Pension Plan as a UDS employee shall be determined solely as follows:

Any employee hired by UDS who is, at the time of hiring by UDS, participating in the Multiple Employer Pension Plan (MEPP) or who is eligible to participate in the MEPP under the terms of the May 1, 2004 BJC/PACE Collective Bargaining Agreement (including the Addendum) at Portsmouth shall be eligible to participate in the Defined Benefit Pension Plan as a UDS Employee. Any employee hired by UDS who is not eligible to participate in the site MEPP under the terms of the May 1, 2004 BJC/PACE Collective Bargaining Agreement (including the Addendum) at Portsmouth shall not be eligible to participate in the Defined Benefit Pension Plan as a UDS employee.

All USW represented employees who are not eligible to participate in the Defined Benefit Pension Plan shall, in

lieu of participation in the Defined Benefit Pension Plan, receive from UDS a five point eight (5.8) percent per year contribution to the profit sharing component of the 401K profit sharing plan. This contribution shall be an amount equal to five point eight (5.8) percent of the applicable hourly wage for every hour worked. Vesting in this profit sharing component shall be immediate. This five point eight (5.8) percent contribution by UDS is in addition to the 401K Plan matching opportunities, which are available to all UDS employees.

**Carve Out provision with a Defined Benefit Pension Plan (which mirrors MEPP).**

- (a) In determining the amount of pension obligations and benefit payments, UDS or the UDS Plan Administrator, as applicable, shall include the sum of accrued service credit which at the time of initial employment with UDS is allowable under the terms of the applicable pension plan from employment with: (a) UDS (or its successors); plus (b) USEC, United States Enrichment Corporation, Lockheed Martin Utility Services (LMUS), Lockheed Martin Energy Services (LMES) and predecessor Department of Energy (DOE) contractors at the Portsmouth, OH and Paducah, KY sites; plus (c) Bechtel Jacobs, and its first (1st) and second (2nd) tier subcontractors, and successors thereto. Pensions payable under the "UDS Mirror Plan" for service credit earned under "a", "b", and "c" shall be determined using the formula specified in the UDS Employee Benefits Handbook dated June 27, 2005, except that the amount of such payments made by UDS or the UDS Plan Administrator, as applicable, may be offset for pension benefits due from USEC. The basis for such offset is determined as follows:

- (1) The pension payable by UDS or the UDS Plan Administrator, as applicable, shall be based on service creditable from employment with UDS (and its successors), plus service credited under the USEC Plan (and its predecessors), plus service credited under the MEPP from employment with Bechtel Jacobs (and its first (1st) and second (2nd) tier subcontractors) and any successors thereto, offset by the amounts payable to the employee or survivor, as applicable, under the USEC Plan (or successors thereto) and the amounts payable to the employee or survivor, as applicable, under the MEPP.
- (2) The Administrator for the UDS Plan shall comply with the provisions of this Section.

During the term of this Agreement, the Company Service Credit of an employee for the purpose of determining eligibility for benefits under the Pension, Dental Insurance and Group Insurance Plans, and of computing the amounts of such benefits, shall be determined in accordance with the Company Service Credit Rules set forth in the Collective Bargaining Contract. However, it is understood that with respect to the Defined Benefit Pension Plan, "credited service" as defined in that Plan shall govern.

The Defined Benefit Pension Plan, Group Insurance and Dental Insurance Agreement shall replace all prior agreements pertaining to the Pension, Group Insurance and Dental Insurance Plans, including any amendments to them.

**ARTICLE XX  
TERM OF CONTRACT**

**Section 1. Effective Dates**

This Contract shall become effective as of June 27, 2005 and it shall continue in effect until 12:01 a.m., May 1, 2014 and shall automatically be renewed thereafter from year to year unless written notice is given by either party sixty (60) days prior to the expiration date that it is desired to terminate or amend the Contract. It is agreed that the terms of this Section 1 will be binding upon any employer who may become a successor contractor to UDS at the Portsmouth plantsite.

**Section 2. Renegotiation Notice**

Both notice of request for renegotiation and lists of items to be amended shall be sent by registered mail to the following:

1. United Steel, Paper and Forestry, Rubber, Manufacturing, Energy, Allied Industrial and Service Workers Intl. Union  
P.O. Box 1475  
Nashville, Tennessee 37202
2. URANIUM DISPOSITION SERVICES LLC  
("UDS")  
1020 Monarch Street, Suite 100  
Lexington, KY 40513

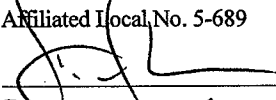
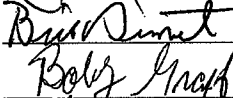
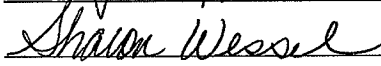

**ARTICLE XXI  
APPROVAL**

This Contract between the Company and the Union is subject to ratification by the members of Local 5-689 who are employed by UDS and to the approval of the United Steel, Paper and Forestry, Rubber, Manufacturing, Energy,

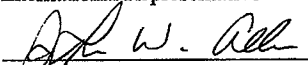
Allied Industrial and Service Workers International Union, AFL-CIO and shall be effective only if so approved. These pre-conditions having been satisfied:

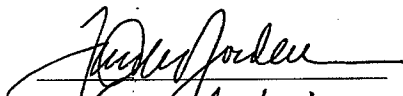
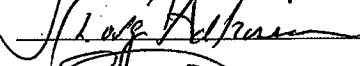

IN WITNESS WHEREOF the duly chosen representatives of the parties to this Contract have hereunto set their hands this 8th day of August 2005.

United Steel, Paper and Forestry, Rubber  
Manufacturing, Energy, Allied Industrial  
And Service Workers Intl. Union  
Affiliated Local No. 5-689

  
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United Steel, Paper and Forestry, Rubber  
Manufacturing, Energy, Allied Industrial  
And Service Workers Intl. Union AFL-CIO  
International Representative

  
\_\_\_\_\_  
Uranium Disposition Services, LCC  
Portsmouth

  
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\_\_\_\_\_  
  
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**APPENDIX A  
JOB CLASSIFICATIONS AND  
APPROPRIATE WAGE SCHEDULES**

<u>Group Numbers</u>	<u>Job Classification</u>
01 .....	Operations Technician
02 .....	General Maintenance Technician
03 .....	Instrument Maintenance Technician
04 .....	Electrical Maintenance Technician
05 .....	Site Service Technician

The total Hourly Compensation for a Union Employee shall be the sum of the Base Hourly Rate plus the appropriate COLA.

**TABLE 1A, WAGE SCHEDULE**

EFFECTIVE June 27, 2005; the new base hourly rate shall be:

Operator Technician .....	\$14.831
General Maintenance Technician.....	\$14.831
Instrument Maintenance Technician ..	\$14.831
Electrical Maintenance Technician ....	\$14.831
Site Service Technician .....	\$14.403

**TABLE 1B, WAGE SCHEDULE**

EFFECTIVE June 27, 2006; the new base hourly rate shall be:

Operator Technician .....	\$15.202
General Maintenance Technician.....	\$15.202
Instrument Maintenance Technician ..	\$15.202
Electrical Maintenance Technician ....	\$15.202
Site Service Technician .....	\$14.763

**TABLE 1C, WAGE SCHEDULE**

EFFECTIVE June 27, 2007; the new base hourly rate shall be:

Operator Technician .....	\$15.506
General Maintenance Technician.....	\$15.506
Instrument Maintenance Technician ..	\$15.506
Electrical Maintenance Technician ....	\$15.506
Site Service Technician .....	\$15.058 <i>26.96</i>

**TABLE 1D, WAGE SCHEDULE**

EFFECTIVE June 27, 2008; the new base hourly rate shall be:

Operator Technician .....	\$15.816
General Maintenance Technician.....	\$15.816
Instrument Maintenance Technician ..	\$15.816
Electrical Maintenance Technician ....	\$15.816
Site Service Technician .....	\$15.359

**TABLE 1E, WAGE SCHEDULE**

EFFECTIVE June 27, 2009; the new base hourly rate shall be:

Operator Technician .....	\$16.132
General Maintenance Technician.....	\$16.132
Instrument Maintenance Technician ..	\$16.132
Electrical Maintenance Technician ....	\$16.132
Site Service Technician .....	\$15.666

**TABLE 1F, WAGE SCHEDULE**

EFFECTIVE June 27, 2010; the new base hourly rate shall be:

Operator Technician .....	\$16.455
General Maintenance Technician.....	\$16.455
Instrument Maintenance Technician ..	\$16.455
Electrical Maintenance Technician ....	\$16.455
Site Service Technician .....	\$15.979

**TABLE 1G, WAGE SCHEDULE**

EFFECTIVE June 27, 2011; the new base hourly rate shall be:

Operator Technician .....	\$16.784
General Maintenance Technician.....	\$16.784
Instrument Maintenance Technician..	\$16.784
Electrical Maintenance Technician ....	\$16.784
Site Service Technician .....	\$16.299

**TABLE 1H, WAGE SCHEDULE**

EFFECTIVE June 27, 2012; the new base hourly rate shall be:

Operator Technician .....	\$17.120
General Maintenance Technician.....	\$17.120
Instrument Maintenance Technician..	\$17.120
Electrical Maintenance Technician ....	\$17.120
Site Service Technician .....	\$16.625

**TABLE 1I, WAGE SCHEDULE**

EFFECTIVE May 27, 2013; the new base hourly rate shall be:

Operator Technician .....	\$17.462
General Maintenance Technician.....	\$17.462
Instrument Maintenance Technician..	\$17.462
Electrical Maintenance Technician ....	\$17.462
Site Service Technician .....	\$16.957

**APPENDIX B  
JOB CLASSIFICATION LISTING AND  
WAGE RATE GROUP NUMBER**

<u>Job Classification</u>	<u>Wage Rate Group</u>
Operator Technician .....	01
General Maintenance Technician .....	02
Instrument Maintenance Technician.....	03
Electrical Maintenance Technician.....	04
Site Service Technician.....	05

**APPENDIX C  
STEWARD DISTRICTS**

The following Steward Districts are recognized for the purpose of Union Representation in the plant.

Steward  
District  
Number

1 .....	"O" Shift – Straight Day; 7:00 a.m. – 3:30 p.m.
2 .....	"A" Shift
3 .....	"B" Shift
4 .....	"C" Shift
5 .....	"D" Shift

**APPENDIX D  
SENIORITY PROVISIONS**

The Seniority Provisions of this contract as set forth in Article VIII shall be administered in the following job classifications.

Job Classification Group Number	Job Classification	Wage Rate Group
---------------------------------------	-----------------------	-----------------------

1 .....	Operator Technician.....	01
2 .....	General Maintenance Technician.....	02
3 .....	Instrument Maintenance Technician .....	03
4 .....	Electrical Maintenance Technician .....	04
5 .....	Site Service Technician .....	05

#### APPENDIX E COST OF LIVING ALLOWANCE ("COLA")

1. In addition to the wage increases, the Company will grant Cost of Living allowances as follows:

The cost of living allowance, if any, will be determined in accordance with changes in the Consumer Price Index - United States City Average for Urban Wage Earners and Clerical Workers (CPI-W) (1967 = 100) here-in-after referred to as the CPI-W.

The cost of living allowance shall be calculated quarterly with the applicable increase (if any) added to the total COLA on the first Monday of the second month following the calculation period.

Based on the three month Average CPI-W for:	Effective date of adjustment.	
	From	Through
Jan., Feb., March 2005	5/2/05	7/31/05

April, May, June 2005	8/1/05	11/6/05
July, August, Sept. 2005	11/7/05	2/5/06
Oct., Nov., Dec. 2005	2/6/06	4/30/06
Jan., Feb., March 2006	5/1/06	8/6/06
April, May, June 2006	8/7/06	11/5/06
July, Aug., Sept 2006	11/6/06	2/4/07
Oct., Nov., Dec. 2006	2/5/07	5/6/07
Jan., Feb., March 2007	5/7/07	8/5/07
April, May, June 2007	8/6/07	11/4/07
July, Aug., Sept. 2007	11/5/07	2/3/08
Oct., Nov., Dec. 2007	2/4/08	5/4/08
Jan., Feb., March 2008	5/5/08	8/3/08
April, May, June 2008	8/4/08	11/2/08
July, Aug., Sept. 2008	11/3/08	2/1/09
Oct., Nov., Dec. 2008	2/2/09	5/3/09
Jan., Feb., March 2009	5/4/09	8/2/09
April, May, June 2009	8/3/09	11/1/09
July, Aug., Sept. 2009	11/2/09	1/31/10
Oct., Nov., Dec. 2009	2/1/10	5/2/10
Jan., Feb., March 2010	5/3/10	8/1/10
April, May, June 2010	8/2/10	10/31/10
July, Aug., Sept. 2010	11/1/10	2/6/11
Oct., Nov., Dec. 2010	2/7/11	5/1/11
Jan., Feb., March 2011	5/2/11	7/31/11
April, May, June 2011	8/1/11	11/6/11
July, Aug., Sept. 2011	11/7/11	2/5/12
Oct., Nov., Dec., 2011	2/6/12	5/6/12

The Base CPI-W on the day of original ratification of this contract was 453.6, which shall be the base for future adjustments.

The COLA rate as of the day of original contract ratification is \$10.88 .

The amount of the cost of living allowance payable on



the effective dates of adjustments will be determined by comparing the three (3) month average CPI-W for the adjustment period to the Base \$.01 per hour for each full .3 of a point change that the three (3) month average CPI-W for the adjustment period exceeds the Base will be added to any cost of living allowance payable as indicated above.

The Cost of Living Allowance will be payable as a separate rate per hour for all hours for which employees receive pay from the Company and will be paid weekly.

2. In determining the three (3) month average of the CPI-W for a specified period the computed average shall be rounded to the nearest 0.1 Index Point.
3. In the event the Bureau of Labor Statistics does not issue the appropriate CPI-W on or before effective date of adjustment, the cost of living allowance required by such appropriate index shall be effective at the beginning of the first (1st) pay period after receipt of the index.
4. No adjustment, retroactive or otherwise, shall be made in pay or benefits as a result of any revision which later may be made in the published figures for the Index for any month on the basis of which the cost of living calculation shall have been determined.
5. The cost of living allowances are dependent upon the availability of the BLS CPI-W in its present form. In the event the Bureau of Labor Statistics changes the form or the basis of calculating the CPI-W, the Company and the Union agree to request the Bureau to make available for the life of this Contract a CPI-W in its present form.

6. In no event will a decline in the CPI-W be cause to reduce any Cost of Living Allowances that have been made prior to such decline.

# **APPENDIX F** **OLD CLASSIFICATION FLOW TO** **NEW CLASSIFICATION WITH UDS**

Dear Mr. Minter,

At the time initial contract negotiations between Uranium Disposition Services (UDS) and Portsmouth USW Local 5-689 began, there were numerous PACE job classifications identified in the Bechtel Jacobs/PACE collective bargaining agreement for Portsmouth dated May 1, 2004.

UDS and Portsmouth USW Local 5-689 have bargained on this issue and, as a result of that bargaining, have agreed to reduce the number of USW job classifications to five (5). The five (5) USW job classifications under the UDS/USW collective bargaining agreement for Portsmouth shall be Operations Technician, General Maintenance Technician, Instrument Maintenance Technician, Electrical Maintenance Technician, and Site Services Technician. All workscope included in the UDS/DOE DUF6 contract number DE-AC05-02-OR22717, which has historically and traditionally been performed by the USW Union at Portsmouth, Ohio, shall continue to be performed by USW represented workers using these five (5) job classifications.

## **OLD AND NEW** **JOB CLASSIFICATION LISTING**

<u>Previous Job Classifications</u>	<u>New UDS Job Classification</u>
Instrument Mechanic 1st Class .....	Instrument Maintenance Technician

Instrument  
Mechanic  
2nd Class ..... work flows to ..... Technician

Instrument  
Mechanic  
Trainee ..... work flows to ..... Technician

Electronic  
Mechanic  
1st Class ..... work flows to ..... Technician

Electronic  
Mechanic  
2nd Class ..... work flows to ..... Technician

Electronic  
Mechanic  
Trainee ..... work flows to ..... Technician

Electrician  
1st  
Class ..... work flows to ..... Technician

Electrician  
2nd  
Class ..... work flows to ..... Technician

Electrician  
Trainee ..... work flows to ..... Technician

Maintenance  
Mechanic  
1st Class ..... work flows to ..... Technician

Maintenance  
Mechanic  
2nd Class ..... work flows to..... Technician

General  
Maintenance

Maintenance  
Mechanic  
Trainee ..... work flows to..... Technician

General  
Maintenance

Machinist  
AA ..... work flows to..... Technician

General  
Maintenance

Machinist  
2nd  
Class ..... work flows to..... Technician

General  
Maintenance

Machinist  
Trainee ..... work flows to..... Technician

General  
Maintenance

Sheet Metal  
Mechanic  
1st Class ..... work flows to..... Technician

General  
Maintenance

Sheet Metal  
Mechanic  
2nd Class ..... work flows to..... Technician

General  
Maintenance

Sheet Metal  
Mechanic  
Trainee ..... work flows to..... Technician

General  
Maintenance

Welder  
1st Class ..... work flows to..... Technician

General  
Maintenance

Welder  
2nd Class ..... work flows to..... Technician

General  
Maintenance

Welder  
Trainee ..... work flows to..... Technician

General  
Maintenance

Mobile  
Equipment  
Mechanic ..... work flows to..... Technician

General  
Maintenance

Mason ..... work flows to..... Technician

General  
Maintenance

Power  
Operator  
1st Class ..... work flows to..... Technician

Operator  
Technician

Power  
Operator  
2nd Class ..... work flows to..... Technician

Operator  
Technician

Power  
Operator  
in Training ..... work flows to..... Technician

Operator  
Technician

Stationary Engineer -  
Steam Plant ..... work flows to..... Technician

Operator  
Technician

Distribution  
and Inspection  
Operator ..... work flows to..... Technician

Operator  
Technician

Boiler  
Operator ..... work flows to..... Technician

Operator  
Technician

Assistant Boiler Operator .....	Operator Technician
Chemical Operator .....	Operator Technician
Chemical Operator in Training .....	Operator Technician
Production Process Operator .....	Operator Technician
Production Process Operator in Training .....	Operator Technician
Utilities Operator .....	Operator Technician
Utilities Operator in Training .....	Operator Technician
Uranium Material Handler .....	Operator Technician
Uranium Material Handler in Training .....	Operator Technician
Sign Painter .....	Site Service Technician

Painter 1st Class .....	Site Service Technician
Painter 2nd Class .....	Site Service Technician
Carpenter .....	Site Service Technician
Materials .....	Site Service Technician
Lubricator (Garage) .....	Site Service Technician
Truck Driver .....	Site Service Technician
Car Driver .....	Site Service Technician
Window Washer .....	Site Service Technician
Janitor .....	Site Service Technician
Coal Handling Machine Operator .....	Site Service Technician

## MEMORANDUMS OF UNDERSTANDING:

### 12-HOUR SHIFT RULES

1. A workday means a twenty-four (24) hour period beginning at 7:00 a.m. Workweek means the seven (7) day period beginning on Monday at 7:00 a.m. The starting time can be adjusted by mutual agreement.
2. A standard days work shall consist of twelve (12) hours worked in a workday. A standard four (4) week rotating schedule will consist of one (1) forty-eight (48) hour, one (1) forty (40) hour and two (2) thirty-six (36) hour workweeks.
3. During the forty (40) hour workweeks, the employee may choose to work the last four (4) hours or roll-out for the entire twelve (12) hours on the roll-out day. Supervision must be notified at least twenty-four (24) hours in advance of that shift if the employee chooses to roll-out for the entire twelve (12) hour shift. This advance notice applies only to the designated roll-out day.
4. The following shift hours are recognized: Day Shift, 7:00 a.m. to 7:00 p.m. and Night Shift, 7:00 p.m. to 7:00 a.m.
5. An employee shall be paid at the rate of one and one-half (1-1/2) times base hourly rate and at one and one-half (1-1/2) times any applicable shift differential for: All hours worked in excess of twelve (12) hours in any twenty-four (24) hour period or for all hours worked in excess of forty (40) hours within the workweek, whichever method of computation provides, at the end of the workweek, the greater total pay to the employee.
6. Weekend premium will be paid for all hours worked on Saturday and Sunday as follows: Saturday hours - 7:00 a.m. Saturday to 7:00 a.m. Sunday and Sunday hours - 7:00 a.m. Sunday to 7:00 a.m. Monday.
7. A meal allowance will be paid after fourteen (14) hours

of continuous and successive work.

8. Jury Duty pay will be as the current contract language allows. It is recognized that the employee shall be paid their base hourly rate for the time lost from the regularly scheduled twelve (12) hour shift. Jury Duty scheduled on scheduled days of work will be credited as hours worked.
9. Funeral Pay - An employee who is excused from work because of the death of a member of his/her immediate family, shall be paid at base hourly rate for time missed up to a maximum of three (3) consecutive scheduled twelve (12) hour workdays. Immediate family defined in contract.
10. Vacation - Vacation time will be requested, in increments of four (4), eight (8) hours and twelve (12) hours. Four (4) hours vacation may be requested for the first four (4) hours or the last four (4) hours of a twelve (12) hour shift. Twelve (12) hours vacation is equivalent to one and one-half (1 1/2) days of vacation entitlement.
11. A night shift differential of seventy (70) cents per hour will be paid for hours worked between 7:00 p.m. and 7:00 a.m. No shift differential will be paid for hours worked between 7:00 a.m. and 7:00 p.m.
12. The first day worked, other than the scheduled work week, will be considered the sixth (6th) consecutive day. All days worked after this would be considered the same as the seventh (7th) consecutive day, in accordance with the intent of Article X, Section 7(e).
13. For working twelve (12) hours on a day observed as a holiday, employee will receive two and one-half (2-1/2) times base hourly rate and two and one-half (2-1/2) times applicable shift differential.
14. If any of the observed holidays fall on an employee's scheduled day off, his/her first (1st) succeeding scheduled work day shall be recognized as the holiday except where there are two (2) consecutive holiday days (July

4th and companion day, Thanksgiving and companion day, and Christmas Eve and Christmas). In this case, the first (1st) holiday will be recognized on the employee's last preceding scheduled work day and the second (2nd) holiday will be recognized on the employee's first (1st) succeeding scheduled work day.

#### ARTICLE XVII - SECTION 1(C)

Date: May 2, 1982

The Company and Union agree that an employee out sick for four (4) consecutive workdays may at his/her option utilize his/her vacation to offset any portion of the sixteen (16) hour waiting period under Section 1, paragraph (c).

An employee who is disabled for twenty-five (25) or more consecutively scheduled workdays, and receives disability pay for the sixteen (16) hour waiting period Article XVII, Section 3 (a) may, at his/her option, arrange to repay the vacation pay and have the vacation time reinstated.

An employee who opts to reinstate the vacation time should contact his/her supervisor.

#### WSAP

Date: June 27, 2005

The parties agree with respect to the requirement that WSAP be put into effect that:

1. Drug testing under WSAP will be conducted using existing testing procedures and protocols.
2. During the term of the contract, no employee tested randomly for drug use will be automatically terminated for a first time positive random test. This does not mean that termination is precluded.

3. The company and the union will negotiate during the term of the new contract with respect to the other impacts of WSAP upon the bargaining unit.
4. All union positions within UDS shall be WSAP Positions.

#### Agreements on Alcohol Testing

The company and the union have agreed to the following regarding alcohol testing:

1. Alcohol testing shall be "for cause" testing.
2. The threshold at which a test is considered positive shall be governed in accordance with regulatory limits.
3. The company agrees that a first instance test above the threshold shall not automatically result in termination of the employee. This does not mean that termination is precluded.
4. Discipline given to an employee shall be subject to the grievance procedure. (except as indicated below in #8.)
5. Tests shall be administered in accordance with an accredited qualified testing program.
6. The initial test will be by Breathalyzer and, if positive, shall be confirmed by a blood test.
7. Failure of an employee to submit to an alcohol test if required by the company can be interpreted as a positive test result.
8. In instances where an employee has tested positive by Breathalyzer and by blood test the employee may receive discipline at levels up to and including termination. In such instances, any discipline given (including termination) shall not be pursuable through the grievance and arbitration provisions of this contract.

## **DRUG CONTROL PROGRAM INCLUDING "RANDOM" AND "FOR CAUSE" TESTING**

Date: June 27, 2005

It is agreed by the parties that the Drug Control Program described below shall be fully implemented within two (2) months of the effective date of this contract. It is further agreed that no employee will be subjected to a drug test under this program until two (2) months after the effective date of this contract. The thirteen (13) items listed below describe the basic terms, but not all details of the program to be implemented. Current procedures and protocols not set forth below but described by the Company in the negotiation of this program will be utilized in administering the program.

1. Illegal drugs include any substance, which under the Federal Controlled Substances Act or state statute is unlawful to possess. Examples are marijuana, cocaine, heroin, quaaludes, hallucinogens, and other street drugs; and controlled prescription drugs such as amphetamines and barbiturates that have not been lawfully prescribed for the individual using or possessing them.
2. Employees who manufacture, use, possess, or traffic in illegal drugs whether on or off the job or Company premises subject themselves to disciplinary action up to and including termination, even for a first offense. An employee will not be retained on the payroll following a second offense.
3. The Company encourages any employee having a drug problem to seek medical assistance promptly. Employees may elect to take advantage of counseling and rehabilitation services available through referrals by our medical department as provided by the health care plan. In cases where the employee is found to be in violation

of this policy, but not terminated, the Company will strongly urge and may require that employee to obtain appropriate medical assistance.

If an employee has a drug problem and voluntarily seeks the help of the Medical Department to overcome the problem, the services of the Medical Department are available to the employee. Medical may refer the employee to outside groups for special assistance when appropriate. An employee's decision to seek medical assistance will not be used by the Company as a basis for disciplinary action, nor will it be a defense to or a mitigating factor in the imposition of appropriate disciplinary action, including termination, where facts indicating a violation of this policy are obtained independent of the employee's consultations with the Medical Department.

4. Where there is reasonable suspicion to believe that an employee may have used an illegal drug, including work-related accidents and unusual occurrences, and on an on-going random basis per WSAP requirements the Company may require the employee to submit to a drug test. The Human Resources Director will inform the employee in writing of the basis for the reasonable suspicion. An employee's refusal to consent to drug testing under these circumstances will be considered to be cause for disciplinary action, up to and including termination, even for a first refusal.

The Company will not take any action until the matter has been fully reviewed with the Human Resources Director or designated representative. The Human Resources Director will consult the Medical Department as appropriate. A case arising during off-shift hours must be carefully reviewed before any action is taken.

5. Drug testing is by urinalysis and is performed in two (2) stages by an independent laboratory. In the first stage, EMIT immunoassay is used to screen urine specimens for classes of drugs. EMIT immunoassay is an analytical technique which utilizes an antibody that is specific for a drug. Actual quantitation is based on the measurement of enzyme activity, which is proportional to the amount of drug present. In the second stage, if positive results are found in the first stage, portions of the same specimen will be tested using the tandem technique of gas chromatography/mass spectrometry (GC/MS), which positively identifies and quantitates the presence of a specific drug. No test result will be reported by the independent laboratory as a positive drug test result unless both the initial test and the confirming test are positive. An amount of an illegal drug in an individual's body equal to or higher than the threshold level as detected by a drug test is considered to be use of the drug by an individual.

Drug testing will be for those drug classes and at screening and confirmation threshold levels as are now approved by the National Institute on Drug Abuse (NIDA) of the U. S. Department of Health and Human Services (DHHS). Current Energy Systems procedures and protocols for such matters as sample collection and transport, laboratory testing, handling of test results, will be utilized in the Company's administration and enforcement of this program. The testing laboratory will be NIDA/DHHS certified and mutually selected by the parties.

6. The medical staff or designee will collect urine samples from employees for the purpose of drug testing. They will closely monitor the urine sample collection and establish a chain of custody by receipts documentation

for the packaging of samples and their delivery to the independent laboratory that conducts the testing. A breach of the chain of custody will render the specimen unusable. Protocols are established to guarantee the chain of custody through the testing laboratory, the privacy of the individual, and for assuring the continuing high quality of the laboratory's testing methods. It is understood that the employee will not be directly observed while actually collecting the urine specimen into the specimen bottle.

The employee to be tested will produce two (2) urine specimens at the same time at the Company's Medical Department. Both specimens will be processed under existing chain of custody and collection protocols and transported to the independent laboratory. Should urinalysis of the first specimen yield a positive test result after review by the Medical Review Officer, the employee may then elect to have his/her second specimen also tested by the laboratory. In such case the employee will not be deemed to have tested positive unless the test results for both specimens are positive.

7. Information obtained on individuals as part of the drug testing or this Drug Control Program will be treated confidentially and will be disclosed only to those having a legitimate need to know.
8. The MRO shall be selected by the Company and shall meet the requirements of this protocol, under contract to the Company and certified by the American Association of MRO's or the American Academy of Occupational and Environmental Medicine. The MRO will report his/her findings to the Company Medical Department.
9. An employee found to have used an illegal drug, if not



terminated, is required to sign a statement agreeing, in lieu of termination, not to use illegal drugs again. The employee is thereafter required to provide the Medical Department with urine samples at intervals and over a period of time as recommended by the Company for follow-up drug testing.

10. A positive result from a confirmed drug test will be promptly reported to the Department of Energy.
11. The Company may search individuals, their personal effects, work areas, desks, lockers, etc. Such searches will be conducted on premises, unannounced and may include the use of drug detection dogs. Pat-down searches of individuals and searches of vehicles in plant parking lots will be conducted only when there is reason to suspect manufacture, use, possession, or trafficking of illegal drugs' and these searches will normally be conducted by or under the supervision of the Security organization. An employee's refusal to consent to a search under these circumstances will subject the employee to disciplinary action up to and including termination, even for a first refusal.
12. Employees are required to notify the plant Human Resources Director of their conviction of any criminal drug offense occurring in the workplace or while conducting Company business off Company premises within five (5) days following the conviction. Such convictions will be reported immediately or in any case within ten (10) days to the Department of Energy. Within thirty (30) days of receiving notice of the employee's conviction, the Company will take appropriate disciplinary action up to and including termination and/or will require the employee to satisfactorily participate in an approved rehabilitation program.

13. As a condition of employment, employees must abide by the terms of this policy.

#### **MEDICAL EXAMINATION OF EMPLOYEES ABSENT FOR OCCUPATIONAL INJURY OR ILLNESS**

Dated: April 1, 1996

1. The Company will make a determination as to whether a claim for Worker's Compensation weekly benefits, in whole or part, will be accepted or rejected within five (5) work days of receipt of all needed medical documentation.
2. The Company will make the initial benefit payment within fifteen (15) workdays after determination to accept the claim is made.
3. The Company will continue to periodically examine employees to determine if the occupational leave and supplemental pay is to be continued.
4. Any disagreement between the Company doctor and the treating physician about an employees' ability to return to work shall be resolved by the Ohio Bureau of Worker's Compensation.

#### **SHIFT OVERLAP**

Dated: June 27, 2005

For the purpose of transferring information by off-going shift personnel with on-coming shift personnel, the parties agree to a fifteen (15) minute shift overlap to be prior to the shift. It is understood that Article X, Section 12 (b) and (c) do not apply to this overlap period. It is also understood that this shift overlap period will not be deemed an extended work schedule as defined in Article XIII, Section 2. Payment for the fifteen

(15) minute shift overlap period will be at double time.

The Company has sole discretion as to which (if any) positions will participate in shift overlap. The Company may make additions or deletions to a list of those positions, or may establish the shift overlap at the end of the shift based on operational considerations. In the event such a change is made, the affected employees will be provided at least one (1) week's advance notice and the Union will be provided at least two (2) week's advance notice.

### EMPLOYEE BENEFITS

Employee benefits are summarized in the UDS Employee Benefits Handbook for Portsmouth. Employee benefit plan documents are incorporated into this contract by reference, and shall include the following:

1. Short-Term Disability Plan
2. Defined Benefit Pension Plan
3. Retiree Health Care Benefit Plan
4. Employee Health Care Plan (medical, prescription drug and vision)
5. Dental Plan
6. Employee Savings Plan (401K)
7. Basic and Supplemental Life Insurance Plan
8. Flexible Spending Accounts
9. Special Accident Insurance Plan
10. Employee Assistance Program
11. Basic Long-Term Disability
12. Business Travel Accident Insurance Plan

Notwithstanding provisions contained in any other benefit plan document or notices, UDS shall not eliminate any benefit plans or programs, nor shall they provide less than substantially equivalent benefit levels (subject to availability of such plans

or programs), unless they notify and bargain with USW, in accordance with applicable federal and state law. However, this obligation shall not apply beyond the term of this contract. Based on the limited review period prior to transition, the parties agree to work together to seek a mutually agreeable resolution to issues that may arise regarding Benefit Plans and Programs. The parties recognize that the intent is to establish a "substantial continuity" of benefits.

## LETTERS

Mr. Dan Minter, President  
USW  
International Union, Local 3-689  
Post Office Box 467  
Piketon, Ohio 45661

Dear Dan:

Scheduling Follow-Up Medical Treatment for Employees with Occupational Injuries

We will continue to reasonably accommodate employees who request to be released from work for medical appointments resulting from occupational injuries. Employees, in turn, will be expected to work with supervision to schedule such appointments so as to minimize the need for loss of work time. They are also expected to provide as much notice of the need to be released from work as possible.

The Company will notify the Union of individual cases of employee non-cooperation, requests resulting in special operational problems or questions of excessive use of release time. It is recognized by the Union that the Company will employ all proper avenues in seeking relief from such circumstances.

Sincerely,

David Fuller  
UDS Labor Relations Manager